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RECORDS OF THE UNITED STATES

NUERNBERG WAR CRIMES TRIALS

UNITED STATES OF AMERICA v. CARL KRAUCH ET AL. (CASE VI)

AUGUST 14, 1947-JULY 30, 1948

Roll 88

Defense Document Books

Knieriem(part), 4-Supplement

Krauch, 1-9 Supplement 5



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INTRODUCTION

On the 113 rolls of this microfilm publication are reproduced the records of Case VI, *United States of America v. Carl Krauch et al.* (I. G. Farben Case), 1 of the 12 trials of war criminals conducted by the U.S. Government from 1946 to 1949 at Nuernberg subsequent to the International Military Tribunal (IMT) held in the same city. These records consist of German- and English-language versions of official transcripts of court proceedings, prosecution and defense briefs and statements, and defendants' final pleas as well as prosecution and defense exhibits and document books in one language or the other. Also included are minute books, the official court file, order and judgment books, clemency petitions, and finding aids to the documents.

The transcripts of this trial, assembled in 2 sets of 43 bound volumes (1 set in German and 1 in English), are the recorded daily trial proceedings. Prosecution statements and briefs are also in both languages but unbound, as are the final pleas of the defendants delivered by counsel or defendants and submitted by the attorneys to the court. Unbound prosecution exhibits, numbered 1-2270 and 2300-2354, are essentially those documents from various Nuernberg record series, particularly the NI (Nuernberg Industrialist) Series, and other sources offered in evidence by the prosecution in this case. Defense exhibits, also unbound, are predominantly affidavits by various persons. They are arranged by name of defendant and thereunder numerically, along with two groups of exhibits submitted in the general interest of all defendants. Both prosecution and defense document books consist of full or partial translations of exhibits into English. Loosely bound in folders, they provide an indication of the order in which the exhibits were presented before the tribunal.

Minute books, in two bound volumes, summarize the transcripts. The official court file, in nine bound volumes, includes the progress docket, the indictment, and amended indictment and the service thereof; applications for and appointments of defense counsel and defense witnesses and prosecution comments thereto; defendants' application for documents; motions and reports; uniform rules of procedures; and appendixes. The order and judgment books, in two bound volumes, represent the signed orders, judgments, and opinions of the tribunal as well as sentences and commitment papers. Defendants' clemency petitions, in three bound volumes, were directed to the military governor, the Judge Advocate General, and the U.S. District Court for the District of Columbia. The finding aids summarize transcripts, exhibits, and the official court file.

Case VI was heard by U.S. Military Tribunal VI from August 14, 1947, to July 30, 1948. Along with records of other Nuernberg

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and Far East war crimes trials, the records of this case are part of the National Archives Collection of World War II War Crimes Records, Record Group 238.

The I. G. Farben Case was 1 of 12 separate proceedings held before several U.S. Military Tribunals at Nuernberg in the U.S. Zone of Occupation in Germany against officials or citizens of the Third Reich, as follows:

<u>Case No.</u>	<u>United States v.</u>	<u>Popular Name</u>	<u>No. of Defendants</u>
1	<i>Karl Brandt et al.</i>	Medical Case	23
2	<i>Erhard Milch</i>	Milch Case (Luftwaffe)	1
3	<i>Josef Altstoetter et al.</i>	Justice Case	16
4	<i>Oswald Pohl et al.</i>	Pohl Case (SS)	18
5	<i>Friedrich Flick et al.</i>	Flick Case (Industrialist)	6
6	<i>Carl Krauch et al.</i>	I. G. Farben Case (Industrialist)	24
7	<i>Wilhelm List et al.</i>	Hostage Case	12
8	<i>Ulrich Greifelt et al.</i>	RuSHA Case (SS)	14
9	<i>Otto Ohlendorf et al.</i>	Einsatzgruppen Case (SS)	24
10	<i>Alfried Krupp et al.</i>	Krupp Case (Industrialist)	12
11	<i>Ernst von Weizsaecker et al.</i>	Ministries Case	21
12	<i>Wilhelm von Leeb et al.</i>	High Command Case	14

Authority for the proceedings of the IMT against the major Nazi war criminals derived from the Declaration on German Atrocities (Moscow Declaration) released November 1, 1943; Executive Order 9547 of May 2, 1945; the London Agreement of August 8, 1945; the Berlin Protocol of October 6, 1945; and the IMT Charter.

Authority for the 12 subsequent cases stemmed mainly from Control Council Law 10 of December 20, 1945, and was reinforced by Executive Order 9679 of January 16, 1946; U.S. Military Government Ordinances 7 and 11 of October 18, 1946, and February 17, 1947, respectively; and U.S. Forces, European Theater General Order 301 of October 24, 1946. Procedures applied by U.S. Military Tribunals in the subsequent proceedings were patterned after those of the IMT and further developed in the 12 cases, which required over 1,200 days of court sessions and generated more than 330,000 transcript pages.

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Formation of the I. G. Farben Combine was a stage in the evolution of the German chemical industry, which for many years led the world in the development, production, and marketing of organic dyestuffs, pharmaceuticals, and synthetic chemicals. To control the excesses of competition, six of the largest chemical firms, including the Badische Anilin & Soda Fabrik, combined to form the Interessengemeinschaft (Combine of Interests, or Trust) of the German Dyestuffs Industry in 1904 and agreed to pool technological and financial resources and markets. The two remaining chemical firms of note entered the combine in 1916. In 1925 the Badische Anilin & Soda Fabrik, largest of the firms and already the majority shareholder in two of the other seven companies, led in reorganizing the industry to meet the changed circumstances of competition in the post-World War markets by changing its name to the I. G. Farbenindustrie Aktiengesellschaft, moving its home office from Ludwigshafen to Frankfurt, and merging with the remaining five firms.

Farben maintained its influence over both the domestic and foreign markets for chemical products. In the first instance the German explosives industry, dependent on Farben for synthetically produced nitrates, soon became subsidiaries of Farben. Of particular interest to the prosecution in this case were the various agreements Farben made with American companies for the exchange of information and patents and the licensing of chemical discoveries for foreign production. Among the trading companies organized to facilitate these agreements was the General Anilin and Film Corp., which specialized in photographic processes. The prosecution charged that Farben used these connections to retard the "Arsenal of Democracy" by passing on information received to the German Government and providing nothing in return, contrary to the spirit and letter of the agreements.

Farben was governed by an Aufsichtsrat (Supervisory Board of Directors) and a Vorstand (Managing Board of Directors). The Aufsichtsrat, responsible for the general direction of the firm, was chaired by defendant Krauch from 1940. The Vorstand actually controlled the day-to-day business and operations of Farben. Defendant Schmitz became chairman of the Vorstand in 1935, and 18 of the other 22 original defendants were members of the Vorstand and its component committees.

Transcripts of the I. G. Farben Case include the indictment of the following 24 persons:

Otto Ambros: Member of the Vorstand of Farben; Chief of Chemical Warfare Committee of the Ministry of Armaments and War Production; production chief for Buna and poison gas; manager of Auschwitz, Schkopau, Ludwigshafen, Oppau, Gendorf, Dyhernfurth, and Falkenhagen plants; and Wehrwirtschaftsfuehrer.

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Max Brueggemann: Member and Secretary of the Vorstand of Farben; member of the legal committee; Deputy Plant Leader of the Leverkusen Plant; Deputy Chief of the Sales Combine for Pharmaceuticals; and director of the legal, patent, and personnel departments of the Works Combine, Lower Rhine.

Ernst Buergin: Member of the Vorstand of Farben; Chief of Works Combine, Central Germany; Plant Leader at the Bitterfeld and Wolfen-Farben plants; and production chief for light metals, dyestuffs, organic intermediates, plastics, and nitrogen at these plants.

Heinrich Buetefisch: Member of the Vorstand of Farben; manager of Leuna plants; production chief for gasoline, methanol, and chlorine electrolysis production at Auschwitz and Moosbierbaum; Wehrwirtschaftsfuehrer; member of the Himmler Freundeskreis (circle of friends of Himmler); and SS Obersturmbannfuehrer (Lieutenant Colonel).

Walter Duerrfeld: Director and construction manager of the Auschwitz plant of Farben, director and construction manager of the Monowitz Concentration Camp, and Chief Engineer at the Leuna plant.

Fritz Gajewski: Member of the Central Committee of the Vorstand of Farben, Chief of Sparte III (Division III) in charge of production of photographic materials and artificial fibers, manager of "Agfa" plants, and Wehrwirtschaftsfuehrer.

Heinrich Gattineau: Chief of the Political-Economic Policy Department, "WIPO," of Farben's Berlin N.W. 7 office; member of Southeast Europe Committee; and director of A.G. Dynamit Nobel, Pressburg, Czechoslovakia.

Paul Haefliger: Member of the Vorstand of Farben; member of the Commercial Committee; and Chief, Metals Departments, Sales Combine for Chemicals.

Erich von der Heyde: Member of the Political-Economic Policy Department of Farben's Berlin N.W. 7 office, Deputy to the Chief of Intelligence Agents, SS Hauptsturmfuehrer, and member of the WI-RUE-AMT (Military Economics and Armaments Office) of the Oberkommando der Wehrmacht (OKW) (High Command of the Armed Forces).

Heinrich Hoerlein: Member of the Central Committee of the Vorstand of Farben; chief of chemical research and development of vaccines, sera, pharmaceuticals, and poison gas; and manager of the Elberfeld Plant.

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Max Ilgner: Member of the Vorstand of Farben; Chief of Farben's Berlin N.W. 7 office directing intelligence, espionage, and propaganda activities; member of the Commercial Committee; and Wehrwirtschaftsfuehrer.

Friedrich Jaehne: Member of the Vorstand of Farben; chief engineer in charge of construction and physical plant development; Chairman of the Engineering Committee; and Deputy Chief, Works Combine, Main Valley.

August von Knieriem: Member of the Central Committee of the Vorstand of Farben; Chief Counsel of Farben; and Chairman, Legal and Patent Committees.

Carl Krauch: Chairman of the Aufsichtsrat of Farben and Generalbevollmaechtigter fuer Sonderfragen der Chemischen Erzeugung (General Plenipotentiary for Special Questions of Chemical Production) on Goering's staff in the Office of the 4-Year Plan.

Hans Kuchne: Member of the Vorstand of Farben; Chief of the Works Combine, Lower Rhine; Plant Leader at Leverkusen, Elberfeld, Uerdingen, and Dormagen plants; production chief for inorganics, organic intermediates, dyestuffs, and pharmaceuticals at these plants; and Chief of the Inorganics Committee.

Hans Kugler: Member of the Commercial Committee of Farben; Chief of the Sales Department Dyestuffs for Hungary, Rumania, Yugoslavia, Greece, Bulgaria, Turkey, Czechoslovakia, and Austria; and Public Commissar for the Falkenau and Aussig plants in Czechoslovakia.

Carl Lautenschlaeger: Member of the Vorstand of Farben; Chief of Works Combine, Main Valley; Plant Leader at the Hoechst, Griesheim, Mainkur, Gersthofen, Offenbach, Estryup, Marburg, and Neuhausen plants; and production chief for nitrogen, inorganics, organic intermediates, solvents and plastics, dyestuffs, and pharmaceuticals at these plants.

Wilhelm Mann: Member of the Vorstand of Farben, member of the Commercial Committee, Chief of the Sales Combine for Pharmaceuticals, and member of the SA.

Fritz ter Meer: Member of the Central Committee of the Vorstand of Farben; Chief of the Technical Committee of the Vorstand that planned and directed all of Farben's production; Chief of Sparte II in charge of production of Buna, poison gas, dyestuffs, chemicals, metals, and pharmaceuticals; and Wehrwirtschaftsfuehrer.

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Heinrich Oster: Member of the Vorstand of Farben, member of the Commercial Committee, and manager of the Nitrogen Syndicate.

Hermann Schmitz: Chairman of the Vorstand of Farben, member of the Reichstag, and Director of the Bank of International Settlements.

Christian Schneider: Member of the Central Committee of the Vorstand of Farben; Chief of Sparte I in charge of production of nitrogen, gasoline, diesel and lubricating oils, methanol, and organic chemicals; Chief of Central Personnel Department, directing the treatment of labor at Farben plants; Wehrwirtschaftsfuehrer; Hauptabwehrbeauftragter (Chief of Intelligence Agents); Hauptbetriebsfuehrer (Chief of Plant Leaders); and supporting member of the Schutzstaffeln (SS) of the NSDAP.

Georg von Schnitzler: Member of the Central Committee of the Vorstand of Farben, Chief of the Commercial Committee of the Vorstand that planned and directed Farben's domestic and foreign sales and commercial activities, Wehrwirtschaftsfuehrer (Military Economy Leader), and Hauptsturmfuehrer (Captain) in the Sturmabteilungen (SA) of the Nazi Party (NSDAP).

Carl Wurster: Member of the Vorstand of Farben; Chief of the Works Combine, Upper Rhine; Plant Leader at Ludwigshafen and Oppau plants; production chief for inorganic chemicals; and Wehrwirtschaftsfuehrer.

The prosecution charged these 24 individual staff members of the firm with various crimes, including the planning of aggressive war through an alliance with the Nazi Party and synchronization of Farben's activities with the military planning of the German High Command by participation in the preparation of the 4-Year Plan, directing German economic mobilization for war, and aiding in equipping the Nazi military machines.¹ The defendants also were charged with carrying out espionage and intelligence activities in foreign countries and profiting from these activities. They participated in plunder and spoliation of Austria, Czechoslovakia, Poland, Norway, France, and the Soviet Union as part of a systematic economic exploitation of these countries. The prosecution also charged mass murder and the enslavement of many thousands of persons particularly in Farben plants at the Auschwitz and Monowitz concentration camps and the use of poison gas manufactured by the firm in the extermination

¹ The trial of defendant Brueggemann was discontinued early during the proceedings because he was unable to stand trial on account of ill health.

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of millions of men, women, and children. Medical experiments were conducted by Farben on enslaved persons without their consent to test the effects of deadly gases, vaccines, and related products. The defendants were charged, furthermore, with a common plan and conspiracy to commit crimes against the peace, war crimes, and crimes against humanity. Three defendants were accused of membership in a criminal organization, the SS. All of these charges were set forth in an indictment consisting of five counts.

The defense objected to the charges by claiming that regulations were so stringent and far reaching in Nazi Germany that private individuals had to cooperate or face punishment, including death. The defense claimed further that many of the individual documents produced by the prosecution were originally intended as "window dressing" or "howling with the wolves" in order to avoid such punishment.

The tribunal agreed with the defense in its judgment that none of the defendants were guilty of Count I, planning, preparation, initiation, and waging wars of aggression; or Count V, common plans and conspiracy to commit crimes against the peace and humanity and war crimes.

The tribunal also dismissed particulars of Count II concerning plunder and exploitation against Austria and Czechoslovakia. Eight defendants (Schmitz, von Schnitzler, ter Meer, Buergin, Haefliger, Ilgner, Oster, and Kugler) were found guilty on the remainder of Count II, while 15 were acquitted. On Count III (slavery and mass murder), Ambros, Buetefisch, Duerrfeld, Krauch, and ter Meer were judged guilty. Schneider, Buetefisch, and von der Heyde also were charged with Count IV, membership in a criminal organization, but were acquitted.

The tribunal acquitted Gajewski, Gattineau, von der Heyde, Hoerlein, von Knieriem, Kuehne, Lautenschlaeger, Mann, Schneider, and Wurster. The remaining 13 defendants were given prison terms as follows:

Name	Length of Prison Term (years)
Ambros	8
Buergin	2
Buetefisch	6
Duerrfeld	8
Haefliger	2
Ilgner	3
Jaehne	1 1/2
Krauch	6
Kugler	1 1/2
Oster	2
Schmitz	4
von Schnitzler	5
ter Meer	7

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All defendants were credited with time already spent in custody.

In addition to the indictments, judgments, and sentences, the transcripts also contain the arraignment and plea of each defendant (all pleaded not guilty) and opening statements of both defense and prosecution.

The English-language transcript volumes are arranged numerically, 1-43, and the pagination is continuous, 1-15834 (page 4710 is followed by pages 4710(1)-4710(285)). The German-language transcript volumes are numbered 1a-43a and paginated 1-16224 (14a and 15a are in one volume). The letters at the top of each page indicate morning, afternoon, or evening sessions. The letter "C" designates commission hearings (to save court time and to avoid assembling hundreds of witnesses at Nuernberg, in most of the cases one or more commissions took testimony and received documentary evidence for consideration by the tribunals). Two commission hearings are included in the transcripts: that for February 7, 1948, is on pages 6957-6979 of volume 20 in the English-language transcript, while that for May 7, 1948, is on pages 14775a-14776 of volume 40a in the German-language transcript. In addition, the prosecution made one motion of its own and, with the defense, six joint motions to correct the English-language transcripts. Lists of the types of errors, their location, and the prescribed corrections are in several volumes of the transcripts as follows:

- First Motion of the Prosecution, volume 1
- First Joint Motion, volume 3
- Second Joint Motion, volume 14
- Third Joint Motion, volume 24
- Fourth Joint Motion, volume 29
- Fifth Joint Motion, volume 34
- Sixth Joint Motion, volume 40

The prosecution offered 2,325 prosecution exhibits numbered 1-2270 and 2300-2354. Missing numbers were not assigned due to the difficulties of introducing exhibits before the commission and the tribunal simultaneously. Exhibits 1835-1838 were loaned to an agency of the Department of Justice for use in a separate matter, and apparently No. 1835 was never returned. Exhibits drew on a variety of sources, such as reports and directives as well as affidavits and interrogations of various individuals. Maps and photographs depicting events and places mentioned in the exhibits are among the prosecution resources, as are publications, correspondence, and many other types of records.

The first item in the arrangement of prosecution exhibits is usually a certificate giving the document number, a short description of the exhibits, and a statement on the location of the original document or copy of the exhibit. The certificate is followed by the actual prosecution exhibit (most are photostats),

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but a few are mimeographed articles with an occasional carbon of the original). The few original documents are often affidavits of witnesses or defendants, but also ledgers and correspondence, such as:

<u>Exhibit No.</u>	<u>Doc. No.</u>	<u>Exhibit No.</u>	<u>Doc. No.</u>
322	NI 5140	1558	NI 11411
918	NI 6647	1691	NI 12511
1294	NI 14434	1833	NI 12789
1422	NI 11086	1886	NI 14228
1480	NI 11092	2313	NI 13566
1811	NI 11144		

In rare cases an exhibit is followed by a translation; in others there is no certificate. Several of the exhibits are of poor legibility and a few pages are illegible.

Other than affidavits, the defense exhibits consist of newspaper clippings, reports, personnel records, Reichgesetzblatt excerpts, photographs, and other items. The 4,257 exhibits for the 23 defendants are arranged by name of defendant and thereunder by exhibit number. Individual exhibits are preceded by a certificate wherever available. Two sets of exhibits for all the defendants are included.

Translations in each of the prosecution document books are preceded by an index listing document numbers, biased descriptions, and page numbers of each translation. These indexes often indicate the order in which the prosecution exhibits were presented in court. Defense document books are similarly arranged. Each book is preceded by an index giving document number, description, and page number for every exhibit. Corresponding exhibit numbers generally are not provided. There are several unindexed supplements to numbered document books. Defense statements, briefs, pleas, and prosecution briefs are arranged alphabetically by defendant's surname. Pagination is consecutive, yet there are many pages where an "a" or "b" is added to the numeral.

At the beginning of roll 1 key documents are filmed from which Tribunal VI derived its jurisdiction: the Moscow Declaration, U.S. Executive Orders 9547 and 9679, the London Agreement, the Berlin Protocol, the IMT Charter, Control Council Law 10, U.S. Military Government Ordinances 7 and 11, and U.S. Forces, European Theater General Order 301. Following these documents of authorization is a list of the names and functions of members of the tribunal and counsels. These are followed by the transcript covers giving such information as name and number of case, volume numbers, language, page numbers, and inclusive dates. They are followed by the minute book, consisting of summaries of the daily proceedings, thus providing an additional finding aid for the transcripts. Exhibits are listed in an index that notes the

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type, number, and name of exhibit; corresponding document book, number, and page; a short description of the exhibit; and the date when it was offered in court. The official court file is summarized by the progress docket, which is preceded by a list of witnesses.

Not filmed were records duplicated elsewhere in this microfilm publication, such as prosecution and defense document books in the German language that are largely duplications of the English-language document books.

The records of the I. G. Farben Case are closely related to other microfilmed records in Record Group 238, specifically prosecution exhibits submitted to the IMT, T988; NI (Nuernberg Industrialist) Series, T301; NM (Nuernberg Miscellaneous) Series, M-936; NOKW (Nuernberg Armed Forces High Command) Series, T1119; NG (Nuernberg Government) Series, T1139; NP (Nuernberg Propaganda) Series, M942; WA (undetermined) Series, M946; and records of the Brandt case, M887; the Milch Case, M888; the Altstoetter case, M889; the Pohl Case, M890; the Flick Case, M891; the List case, M893; the Greifelt case, M894; and the Ohlendorf case, M895. In addition, the record of the IMT at Nuernberg has been published in the 42-volume *Trial of the Major War Criminals Before the International Military Tribunal* (Nuernberg, 1947). Excerpts from the subsequent proceedings have been published in 15 volumes as *Trials of War Criminals Before the Nuernberg Military Tribunal Under Control Council Law No. 10* (Washington). The Audiovisual Archives Division of the National Archives and Records Service has custody of motion pictures and photographs of all 13 trials and sound recordings of the IMT proceedings.

Martin K. Williams arranged the records and, in collaboration with John Mendelsohn, wrote this introduction.

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NATIONAL ARCHIVES MICROFILM PUBLICATIONS

Defense
Case 6

TRIBUNAL VI
CASE VI

DOCUMENT BOOK IV

for

Dr. August von KNEIERECK

Document No. 20 to 26 pages 219 to 272

Submitted by
the Counsel for the Defense
Horst PELCKMANN
Attorney



Contents of Document Book IV
for Dr. August von KNIERIEM, Case VI

Doc. No. Tech. No.	Contents	page
20	Excerpt from the records of the session of the Legal Committee on 17 March 1939. Contains the beginning of the report by KERSTEN concerning the protection of the IG assets abroad up to the point, where the Prosecution introduced these records in the form of a document. According to this report it was the I-W suits in connection with the gold clause, which caused the entire problem of the protection of the IG assets abroad being examined.	219 - 223
21	Contract concerning guaranteed dividends, concluded between IG-Farben, Frankfurt and IG-Chemie, Solingen in 1928	224 - 230
22	Excerpts from the minutes of the IG-Vorstand-sessions during which the termination of the contract between IG and IG-Chemie concerning guaranteed dividends and other measures to be taken in this connection were discussed	232 - 237
23	Affidavit made by Clemens LIEBERS, Berlin. Non-German industries as well took precautions against a possible outbreak of war by the adoption of war clauses as early as in 1935.	238 - 239
24	Extracts from treatises, published by Dr. von KUEHL, concerning the problem of coordinating patents in Europe. His scheme presupposed a voluntary international agreement after the end of war.	249 - 251

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for Dr. August von KNIERIEM, Case VI

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25		Affidavit made by Richard MOSER von FILSCH, attorney, of Berlin, concerning the work performed by Dr. von KNIERIEM as president of committees concerned with the ^{industrial} property. and legal protection of Marks on Dr. von KNIERIEM's publications submitted in document Ex. 24 and concerning the problem of a future co-ordination of patents in Europe	252 - 258
26		Inter-office note written by Dr. von KNIERIEM in Cronsburg in May 1946 and mentioned in the inter- rogation of von SCHNITZLER (last part of Exh. No. 1812). It shows that definitely no pressure was to be exercised by the other gentlemen in Cronsburg on either SOMMITSCH or v. SCHNITZLER.	259 - 260
27		Old business statutes for the Vorstand of the IG, published in about 1928	261 - 268
28		New business statutes for the Vorstand of the IG, published in December 1938	269 - 272

DOCUMENT BOOK IV KNIERIEM
KNIERIEM DOCUMENT No. 20

Record

of the session of the Legal Committee in Berlin on 17 March 1939.

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Agenda.

- | | |
|--|-------------------|
| 1) Protection of the IG assets abroad | Kersten |
| 2) Tax law prerequisites for the reorganization of branches in British India | Kuspper |
| 3) a) New developments in Labor Law.
b) The significance of the Law concerning the Hitler Law for the chemical industry | v. Dahn-Hotfelser |
| (both reports pay special attention to I.O.-conditions) | |
| 4) Legal Committee and companies of the Combine | Brandel |
| 5) Miscellaneous tax questions | Frentzel |
| 6) Dissolution of industries | "igner" |
| 7) Power of Attorney for the IG | Deismann |
| 8) Competition clause for the commercial personnel | Kersten |
| 9) Registration of the foreign agents in USA | Kersten |
| 10) Arrangement with the IG-Pfanzensucht G.m.b.H., which | "igner" |
| ii) Miscellaneous | |

1.) Protection of the IG-assets abroad.

The dominations carried through in numerous countries as a consequence of the world economy crisis, were - as Kersten mentioned at the beginning - in many cases accompanied by legal measures which provide that the gold clauses in existing contracts should be cancelled. These measures led to numerous law suits in many countries; in those the plaintiffs tried to have the invalidity or inapplicability of these provisions ascertained, in particular where loans of the international money market were concerned.

DOCUMENT BOOK IV KNIERIEM
KNIERIEM DOCUMENT No. 20

In connection with these law suits foreign assets, in particular patents of German companies, were confiscated in several cases.

Thus the law suits concerning the gold clauses - in which the IG is interested owing to the guarantees given to the American IG for the 30 Million " loan - were the cause of the problem of the protection of IG's foreign assets to be examined in its entirety.

In the first place Karsten briefly mentioned the latest developments in the international rulings regarding the gold clause question, on which comments had previously been made on several occasions.

In Switzerland a verdict in the first instance had been returned in a law suit Journeling v. AEG-Siemens, in which the acknowledgement of a cancellation of gold clauses was generally denied on the ground, that the impairment of private rights without compensation by the State implied by this, would run counter to the Swiss Ordre Public. In the decision of the second instance this view was restricted to the effect, that an offence against the Swiss Ordre Public could only be assumed in as much as legitimate Swiss interests were effected by the cancellation of the gold clause.

In a decision recently pronounced in a law suit Anglo Continental v. Norsk Hydro, the Commercial Court in Bern dismissed the case, again applying this principle and giving as unmistakable reasons, that the Swiss Ordre Public could not serve to protect foreign speculators, who had by artificial

DOCUMENT BOOK IV KISTEREN
KISTEREN DOCUMENT No. 20

"Wagbond" were placed themselves under Swiss jurisdiction.

Since Switzerland had in no way given any assistance when the American IG issued its loan, there is no reason any longer to fear, after the Swiss Courts have taken this attitude that the American IG or IG in Switzerland are disturbed.

In France the rulings in connection with the gold clause question had developed in an absolutely different direction; in fact the French courts did not acknowledge the cancellation of the gold clause on principle. There was some hope, that the French ruling could be altered in connection with a loan, for which the Messageries Maritimes had invited tenders in Canada and part of which had been issued in Holland and admitted in Rotterdam. At places, where this loan would have become redeemable and no place of payment had been provided in France. The only connection this loan has with France, is that the debtor is a French company. Hopes for such a liberation had some foundation in the facts, that the cancellation of the gold clause in connection with this loan had, in the countries concerned directly, that is Canada and Holland, been acknowledged even by legal decisions and that the interests of the French State, which frequently subsidizes the Messageries Maritimes with considerable amounts, lay in the same direction. These hopes were not fulfilled; the Messageries Maritimes were sentenced. The reasons given are characteristic for the French jurisdiction. The creditors' claims could only be based on the Contract which

DOCUMENT BOOK IV ANTWERPEN
KNIEPEN DOCUMENT No. 20

the subscriber to the loan had concluded by accepting the offer laid down in the prospectus. The contents of this contract could not be altered even by deviating or more far reaching provisions contained in the bonds themselves which were issued later. This contract, however, was concluded on the gold basis. The Canadian law concerning the cancellation of the gold clause was only of territorial significance and therefore cancelled the gold clause only as far as Canada was concerned; apart from that only the local basis underlying the loan - which had the character of an "opération internationale" - was that formulated in the legitimately concluded contract". This legal basis of the contract may readily be realized also in Holland, since the cancellation of the gold clause pronounced in this country ^{does} not include those loans, which are emitted in Amsterdam, as is the case with the loan under consideration here. Herence the Dutch decisions, which had, in connection with this loan, established only a claim derived from the Canadian main claim, the French court has thereby established for Holland a separate legal title, independent of the Canadian and consequently sentenced the *Assamaries Maritimes* to payment on the gold basis in Holland.

The French rulings, which as a matter of fact have so far been restricted to verdicts in the first instance, have for this reason continued/developed unfavourably. Decisions in the second instance cannot be expected before the middle of 1939.

The problem of the protection of the foreign assets of the IG. covers two sets of questions, as Körster went on to remark,.....

DOCUMENT BOOK IV KNIERIEM
KNIERIEM DOCUMENT No. 20

I hereby certify the above to be a true copy of the original.

Signed: Horst PEICKMANN
Attorney

DOCUMENT BOOK IV KNIERIEM
ENTRIES DOCUMENT No. 21

S T A T U T E S
of the
Internationale Gesellschaft fuer
Chronische Unternehmungen I.G.

Societe Internationale pour Entreprises
Chroniques S.A.
(I.G. Chrono)
in
Brussels

1929
Printing Press Arcis & C.
Brussels

DOCUMENT BOOK IV KUNDERIE
KUNDERIE DOCUMENT No. 21

Contract

between

The IG. Farbenindustrie Aktiengesellschaft
in Frankfurt/Main (I.G. Farben)

and

the Internationale Gesellschaft fuer Chemische
Unternehmungen Aktiengesellschaft in Basel
(I.G. Chemie)

Article 1.

I.G. Chemie grants I.G. Farben or one of the agencies to be
named by them, the option of demanding the transfer, any time
and also reportedly, entirely or in part of the shares and
securities at the book value and the simultaneous payment of
any amounts that may have accumulated on the "Reserves for
shares and securities" account. In the case of a partial taking
over, that percentage of this account is to be paid out which
corresponds to the proportion of the accepted book-value in
relation to the total book value of the shares and securities.

Article 2.

I.G. Farben guarantees I.G. Chemie a dividend for their common
stocks equal to those dividends which are distributed by I.G.
Farben on their shares for the same financial year, without
deducting the capital yield tax in Goldmarks. The U.S. dollar
is to be accepted as basis for determining the value of the
Goldmark. For the conversion of the Reichsmark into Dollars
the average of the medium exchange rate of the Dollar on the
Berlin Exchange in the calendar month preceding the becoming
due of dividends payable by I.G.-Farben shall be taken, and for
the re-conversion into Goldmarks U.S. 1.00 shall be taken as
4.20 Goldmarks.

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The dividend rates for I.G. Chemie resulting from this, will only be calculated to the first decimal place, whereby the second decimal place being the figure 5 or less is not taken into account but, on the other hand, if it is more than 5 it will be rounded-up.

As long as the common stock capital of the I.G. Chemie is not deposited in full, the dividend is considered guaranteed on the basis of the following procedure: 5% of the amount not paid in is to be deducted pro rata temporis from the amount in Franch which equals the dividend paid by the I.G.-Farben on fully paid shares, counting from the beginning of the year.

Example: In the case of a dividend of G.I.L. 48,- on I.G. Farben common stocks having a nominal value of Rl 400,-, Fr. 60,- would have to be paid on I.G. Chemie stock having a nominal value of Fr. 500,- on which, throughout the whole year, there had been an outstanding balance of Fr. 250,- less 5% of Fr. 250,- - 12.50,-

thus giving a dividend of Fr. 47.50.

The calculation of the dividends accordingly guaranteed on the 160,000 common shares of I.G. Chemie for 1929, Nos. 140,001 - 300,000 is made by deducting Fr. 12.50 per share from the full dividend without regard to the time set for payment.

Article 3.

If the returns during the financial year do not reach the amount required to distribute the dividends guaranteed on the I.G. Chemie common stocks, then at the request of I.G. Chemie I.G. Farben

immediately has to place at their disposal an amount which will enable them to distribute the dividends guaranteed on their shares, in accordance of the statutory and legal regulations pertaining thereto. However, this obligation on the part of I.G. Farben only exists if the balance sheet presented to them by I.G. Chemie is in accordance with the legal and statutory, regulations as well as the stipulations contained in this contract.

Article 4.

If, in financial year of the I.G. Chemie falling within the period covered by the guarantee, the profit available for distribution exceeds the amount required to distribute the guaranteed dividends, after the dividends due on preferential stock have been deducted, then the excess profit will at first be credited to a "Dividends Supplementary Fund" as long as this does not amount to 20% of the basic capital. The excess profit is then to be allocated to a "Reserves for shares and securities" account.

Article 5.

If, during the financial year, the profit obtained does not reach the amount required in order to distribute the guaranteed dividends, then I.G. Farben can refuse to fulfil their guarantee obligations so long as the I.G. Chemie is in a position to make good the deficit from the Dividends Supplementary Fund. For the duration of this contract, the Dividends Supplementary Fund may not be utilized in any other way without the sanction of I.G. Farben.

article 6

The Swiss Federal coupon-tax as well as any possible future taxes, the deduction of which is legally prescribed, must be borne by the shareholders of I.G. Chemie (at present solely the Federal coupon-tax of 3%).

Article 7

The I.G. Farben guarantee is confined to the present common stock capital of I.G. Chemie of a nominal value of Fr. 250,000,000,- and it cannot be extended by the distribution of new common or preferential shares without their approval.

Article 8

If, during the period covered by this guarantee, and in the event of an increase in the common stock capital or on any other occasion, I.G. Farben should accord their common stock holders any privilege or grant them any other advantages apart from the dividends, then I.G. Farben is obliged to compensate the holders of common stock in I.G. Chemie, for privileges or other direct allowances to the stock exchange value based on the average Berlin quotation; the amount payable on I.G. Chemie common stocks with a nominal value of Fr. 500.- is equal to the rights of procurement, resp. privileges attached to I.G. Farben common stock with a nominal value of Ra 400.- I.G. Farben has to place at the disposal of I.G. Chemie the amount necessary for this, in order that payments may be made to their stock holders. The above-mentioned obligation is cancelled if I.G. Farben voluntarily guarantees the holders of I.G. Chemie common stocks the same right

of procurement and the same advantages in nature, or if I.G. Chemic at the same time offers its stock-holders a corresponding right of procurement of its own shares, and I.G. Farben extends to those new shares the dividends guaranteed for which provision is made in this contract. The above directives do not apply to the offer of procurement rights declared by the general meeting of the I.G. Chemic on 20 February 1929 to the common stockholders and possessors of 1928 I.G. Farben debenture shares, and to the common stockholders of several companies connected with them through joint interests.

Article 9.

The I.G. Farben guarantee will be made for the duration of the existence of the I.G. Chemic. However, I.G. Farben is justified in giving notice of the withdrawal of their guarantee within three months of the end of a financial year, but not before 31 December 1938. In the event of notice of withdrawal being given, every holder of I.G. Chemic common stocks has the unequivocal right to demand that his shares be exchanged for common stocks of I.G. Farben, moreover for old shares or new shares of equal value according to his choice, until 30 June of the year following the expiration of the guarantee; to nominally 400.- RM I.G. Farben common stocks in the ratio of nominally Fr. 600.- I.G. Chemic common stocks. Both shares are to be supplied with dividend coupons of the financial year following the expiration of the guarantee. If, after the guarantee has expired, any right of procurement or other manner of advantage shall accrue to the I.G. Farben common stocks given in

exchange, and these shall already have been realised without the I.G. Chemie shareholder having been indemnified in accordance with the preceding directives, then the value of the right of procurement or other advantages based on the average Berlin quotations are to be restored to him at the same time as he receives his new shares. The aforesaid notice of withdrawal can only be served after a resolution to this effect has been passed by the General Meeting of I.G. Farben, which at the same time approves the possible necessary increase of its common stock capital. The option granted to I.G. Farben, resp., an agency to be named by them, remains in existence for the period of 5 years after the guarantee has expired, however it is limited to the shares and securities available on the expiration of the guarantee and to the amount carried by the "Reserves for shares and securities" account at that time.

Article 10

The right to exchange their shares for I.G. Farben stocks of equivalent value, which, under article 9, is granted to common stockholders in the event of notice of withdrawal of the guarantee being given, still stands even if I.G. Chemie is dissolved by agreement with I.G. Farben before the I.G. Farben guarantee expires and this agreement is given, after a resolution to this effect is passed by the I.G. Farben General Meeting, which simultaneously approves any necessary increase in its common stock capital. I.G. Farben will only then vote, with their holdings, for the liquidation of the concern when such a resolution by the General Meeting is submitted to I.G. Farben, resp., the agency to be named by them, retain their option in accordance with the concluding sentence in Article 9, however,

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only for a period of six months after the company's resolution of liquidation has been entered in the commercial register.

Article 11

This contract becomes effective on the day of signing, but will be retroactive to 1 January 1929.

I herewith certify the above to be a true and faithful copy of the original.

Horst PELCKMANS
Attorney-at-Law

DOCUMENT BOOK IV ENTERED
AMERICAN DOCUMENT No. 22

Votings of the Vorstand.

18th meeting of the Vorstand on 19 April 1940.

7) Senator SCHLITZ reports on the negotiations with IG-Chemie for reduction of German holdings in this enterprise to 15 per cent and the simultaneous dissolution of the agreement between IG and IG-Chemie.

19th meeting of the Vorstand on 29 May 1940.

6) Senator SCHLITZ and Dr. von ... FRIES report on the transaction planned with regard to IG-Chemie Brasil.

For well-known reasons the relations of IG-Chemie to Germany are to be severed as far as possible. The program provides for three measures:

- a) Dissolution of the agreement concerning guarantee of dividends;
- b) Short sale of approximately 50,000 uncovered IG-Chemie stocks in German possession to IG-Chemie Brasil for redemption, which would reduce the German influence from about 28 per cent to approximately 15 per cent;
- c) withdrawal of the German chairman of the Verwaltungsrat.
Item b) is to be carried out with the help of the Leenderbank in the following manner: all German IG-Chemie stockholders are to be offered an exchange of their entire holdings of IG-Chemie stocks by the Leenderbank in such a way, that for each IG-Chemie stock of 500 pfm surrendered, one RM 400 IG-Chemie stock will be issued; if the IG-Chemie stocks are only valid up to 50 per cent, the exchanging stockholder will have to pay in an additional RM 200,-

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Of the IG-Chemie stocks, thus obtained by the Deondorbank,
50 000 univoted stocks will be sold to IG-Chemie Basel for
redemption against return foreign currency. Negotiations are
still under way with the German authorities regarding further
details, especially on the procedure of compensating for loss
with the assistance of the Reichsbank. Only when it is known
to what extent this exchange offer will be utilized, will it
be possible to determine how many new IG-Farben stocks will
be required. The IG-Farben credit is then to be increased by
that amount out of univoted capital and the new stocks will
be purchased by the Deondorbank for the conclusion of this
transaction. Therefore a decision on the increase can not
yet be reached at to-day's meeting; this will be done either
in writing or at the next meeting.

The President agrees to the planned proposition.

20th meeting of the Vorstand on 21 August 1940:

1) Exchange IG-Chemie/Increase of Capital.

In reference to the statements made the meeting of the Vorstand of 29 May 1940, Dr. von KNIERIEN reports on the final arrangements for the transaction with IG-Chemie-Basel, which has been almost concluded in the meantime, and on the measures connected with it.

The Vorstand acknowledges the information and gives its consent. The Vorstand particularly agrees to the following measures, which have been approved by the competent authorities:

- a) Unconditional dissolution of the agreement concerning guarantees of dividends concluded with IG-Chemie Basel in 1929, with all its rights and obligations.
- b) In exchange of IG-Chemie stocks for IG stocks effected by the Landesbank for account of IG, in such a way that until 15 August each IG-Chemie stockholder, who according to the German foreign-exchange regulations was considered "indigenous" (Ortsheiminlender), was entitled to acquire IG shares stocks - with dividend coupon for 1939 and the following years at a nominal value of R. 400 each plus compensation in cash amounting to the IG dividend for 1939, and war surtax after reduction of income tax upon return of investments/- in exchange for IG-Chemie stocks with dividend coupon for 1939 and the following years at nominal value of 500 sfrs each; for each IG-Chemie stock of sfrs 500,-, of which only 50,- had been paid up, an additional amount of R. 200 plus 5% interest from 1 January 1939 to the date of payment had to be paid by the stockholder.

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(The increase of capital necessary for effecting this exchange will be decided on separately).

- c) Purchase of covered IG-Chemie stocks at nominal value of sfrs. 1.748.500.- and of uncovered IG-Chemie stocks at nominal value of sfrs. 5.530.500.- from the Deutsche Golddiskontbank, including dividend coupons for 1939, at the cost price of Rm 3.982.800.-, persons granting the Golddiskontbank special compensation for the dividend coupon for 1939, effected by the Laenderbank for account of IG.
- d) Sale of 50 000 uncovered IG-Chemie stocks, equal to sfrs. 25.000.000.- at nominal value, required according to b) and c), with coupon no. 11 and the following, to IG-Chemie Basel for account of IG against
 - a) payment of sfrs. 10.000.000.- in uncontrolled foreign currency outside the German - Swiss Clearing. This amount of foreign currency (R 2.261.175,30) had to be delivered to the Raiffeisenbank at the current rate of exchange;
 - b) Transfer of long stocks at nominal value of R 2.100.000.- According to foreign currency regulations, these stocks are at the IG's free disposal; certain restrictions are however to be expected and negotiations on that matter are under way with the High Command of the Wehrmacht;
 - cc) 3 per cent bonds, of a bond issue of the Conversion Office for German Foreign Debts, payable in Reichsmark, at nominal value of R 500.000. These are to be placed at the disposal of the Deutsche Golddiskontbank without recompence.

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c) The IG-Chemie stocks which have been exchanged and remain in Germany, are left with the Commerzbank and will be cleared with this Bank at approximately the latest purchase quotations of the Reichsbank or Golddiskontbank, i.e. at RM 57,60 per sfrs. 100.- nominal value for covered stocks and at RM 30,40 per sfrs. 100.- nominal value for uncovered stocks, as stocks determined during negotiations with the Reichsbank.

.....
As proposed by Dr. von KNEIERIS, the Vorstand then unanimously made the following decision:

"On the basis of the statutory authorization - article 6, paragraph 3 -, the capital stock of the company will be raised by RM 32,200,000.- to RM 763,200,000.- through issue of 31 151 common stocks at nominal value of RM 1,000.- each, 5 245 common stocks at nominal value of RM 200.- each.

The stocks will be issued 100 per cent and will realize profits as from 1 January 1940. The payments plus 5 per cent interest since 1 January 1940 are to be made before 23 August 1940 at the latest. The stockholders' subscription privilege is voided."

In connection with the IG-Chemie transaction Herr Mann raised the question of possible effects on the USL contracts. It is understood that after the war a general settlement with USL must be attempted, but that at the present time it is not deemed advisable to take any steps.

The true and correct copy of the above document is herewith certified.

Horst PILCKELIN
Attorney

Affidavit.

I, Clemens LINNERS, resident of Berlin-Charlottenburg, Alzlebenplatz 5, have been warned that I render myself liable to punishment by giving a false affidavit. I affirm on oath that my statement is true and was made to be submitted as evidence to the Military Tribunal No. VI at the Palace of Justice, Nuernberg, Germany.

On 6 November 1935 a conference took place in London between delegates of the Nordic wood grinding industry and representatives of the Association of English Paper Manufacturers. On that occasion an agreement with respect to the following war clause was reached:

"In the case of abnormal conditions arising from war involving Sweden, Norway, Finland, or any of the great powers the sellers, failing agreement between the parties as to the payment of increased costs which may arise in the manufacture and/or transportation of the pulp remaining to be delivered under this contract, shall have the right to cancel further deliveries so long as such increased costs prevail."

The Nordic industry subsequently requested an analogous clause to be included in the terms of delivery of the International Cellulose Association (S.P.S.), of which Germany, Finland, Norway, Austria, Czechoslovakia and Sweden were members. This demand was complied with by passing the following war clause (Stockholm, 4 February 1937):

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"In the case of abnormal conditions arising from a state of war the sellers, failing agreement between the parties as to the payment of increased costs which may arise in the manufacture and/or transportation of the pulp remaining to be delivered under this contract, shall have the right to cancel further deliveries so long as such increased costs prevail."

Germany did not take the initiative. In the fundamental London agreement Germany did not participate at all.

Berlin, 15 December 1947.

Clemens LIMERS

The above signature, of Herr Clemens LIMERS, resident of Berlin-Charlottenburg, Mittelbeckerplatz 5, affixed before me, is hereby certified and attested.

No. 452, year 1947 of the Document Register.

Berlin, 16 December 1947.

Dr. DAHLINN
Notary Public in Berlin

Fees:

Value: 3,000.- R.

Surcharge:

Fees Article 39 Reich Fees

Dr. Ernst DAHLINN

Regulation

4.- R.

Notary Public for the district

Turnover tax

0.12 R.

of the Court of Appeal in

4.12 R. Berlin (Konnergericht).

Dr. DAHLINN
Notary Public in Berlin

The true and correct copy of the above document is herewith certified.

Horst FELCKAHN
Attorney

DOCUMENT BOOK IV ENTHIERHE
ENTHIERHE DOCUMENT No. 24

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Berlin [unclear] of the German works community for legal protection of industrial property
and copyright, registered society.
July/June 1941, 46th year
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European Unification of the Legal Protection of Industrial
Property Rights and Copyright.

By Dr. v. ENTHERHE

None of us knows what Europe will look like after the war
has been won by us, or, if it is futile to risk one's opinion about
this matter. But it can be imagined that in the course of the war,
and after the war, the peoples of Europe will realize that economically
they belong to a large European economic area, which - not
necessarily as a permanent - will be their other economic area
in the future. If the striving for closer economic cooperation is
a result of this realization, the question will have to be considered
whether or not it would be possible to offset certain adjustments
economic, economic or other institutions, laws or regulations, in the
one or the other field, in order to increase the total productive
capacity of the European economic area, probably for most of the
matters in question here (customs, currency, traffic, public taxation,
relations of settlement, rights etc., the like) it is too early yet to
arrive at any final "solution". At there is one special field
which should be examined: even now, with reference to the possibility
of a certain unification, this is the field of legal trading rights
(especially patent rights, trademark rights, commercial competition
rights) and the copyright. The reason which makes it seem possible
to start with an examination in this field even now is the fact that,
especially with reference to this field, there was always a strong
desire for international cooperation; this due to the fact that in
this field, as probably in no other, the civilized nations - apart
from the interruption during the war - cooperate smoothly for decades,
as, to a certain degree, do the countries in the field in
their respective countries. In 1938 this cooperation was of course
disrupted by the war. After the war, certain matters will have to be
regulated, it is true, after the first World War. For instance,
~~protective rights~~ which cannot function as a result of the war have to be
restabilished, priority time-limits, a provision for in the union
reduced or valid at the outbreak of the war, and also other time
limits will probably be extended after the war, and certain
adjustments will follow. To these areas of copyright will have to
be added the

These systems, which to a certain extent merely limit the consequences of war, are not to be discussed in detail at this point, but even suppose, that through such regulations order such as prevail - in August 1939 will be restored soon after the end of the war, it must be borne in mind that this state of affairs was in no way so perfect that it could give rise to completeness. For instance, with regard to patent rights, which are the primary matter to be discussed here; none of the European states failed to establish its own patent system; even miniature states, such as the principality of Liechtenstein, the British Channel Islands, the territory of Gibraltar or Malta have their own patent laws. Consequently there are about 30 different patent systems and patent laws in Europe. An inventor who wants to give complete protection to his invention in Europe has therefore to apply for his patent 30 times, as to do through the offices of the patent office, 30 times, as well as to pay taxes in 30 different places for 15 or 20 years. How such work is made in countries which introduced the investigation procedure, may be best seen, the inventor in those who paid royalties will have to approach the patent office, which is essentially the case in most cases. Consequently it has been suggested that it is that a single patent office for the benefit of all countries.

In Germany, the possibility of creating a "world-patent" is discuss. It early before the war, Dr. Du Bois-Reymond in "Fest über den Sozialstaat von Josef SOHN", page 465 and following). After the war, Dr. Germany has as socially interests in the possibility of a single patent office Germany in Austria as far as the ~~protection of industrial property~~ or concerns (e.g. of health) (cf. the GRUR (Law of intellectual rights in copyright), 1925, p. 304 and following). In Britain, the possibilities of a unification of patent systems for the colonies of the British Empire, the Dominions and Protectorates, were discussed in 1918 and the following years. This resulted in a conference in London, and in the formulation of definite proposals, which however were not subsequently worked out in practice (cf. re GRUR 1923, p. 29 and following). In France a conference was held between 17 and 22 November 1920 initiated by the French government; in the course of this conference, a temporary agreement was reached on 15 November 1920 between Belgium, Brazil, South Africa, France, Greece, Nicaragua, Poland, Romania, Yugoslavia, Spain and Czechoslovakia concerning the international registration of patents in the foundation of an international patent office. According to these plans this office was to be located in Brussels. In 1926 a draft of law to this effect was submitted to the house of Representatives in Belgium. However, in this case also the resolutions which had been passed were finally not realized, but the results of the conference held at that time in Paris in Brussels are still of interest today. Holland also discussed the idea of an "international patent office". Thus, in 1928, PRINS, the president of the Dutch patent office at that time, gave a lecture on this subject in Berlin.

PRIEST: I can also, to continue, the preliminary investigations of patent applications in an international office, which either was to be mainly application or created by unifying the present patent offices, which are largely now furnished with sufficient investigation machinery. The final decision in the granting of patents was to rest with the national patent office, according to Pfeiffer's suggestion however, ~~the patent office was to be responsible for the decisions~~ ~~on the~~ result of the international preliminary investigation.

As far as therefore it was already realized in various countries in that at least it was of the interest of all participants to have extensive simplifications. If, after the war, European conditions were to be finally clarified, partially centralized, an opportunity, a high and probably never been again, would be missed, if other similarities conditions were not established at the same time in the various national laws. Here are there, opinions from several experts of voice, containingly, which make similar statements. Thus here one point on page 16 the Nordic states, which is held in Germany to be necessary, said that it is its aim to introduce a uniform harmonization of patent laws in the Northern states moreover, according to what is in Germany. It will probably be served as basis for the negotiations. If definitely possible and so much, great difficulties have to be overcome. It has already been mentioned at the beginning that nobody knows what the political structure of Europe will be after the war, but we cannot yet other point, etc. that the negotiations establishing a uniformity of the above-named laws will very soon in the future political structure of Europe as far as the extent to which the European states will come - socially economically - in the end of the year will be, the more easily a perfect uniformity will be made possible; this point will have to be discussed later.

For the time being, the following arrangement is to be sought for discussion as one of the many possibilities; I should like to observe in advance that there are not only many possibilities, but that such possibility in itself contains, in many states of a social transition towards the next possibility.

It could be imagined that the procedure would be approximately as follows. In European states reach an agreement on the formulation of a national patent law in order that the German Reich Patent Office has the only authority to grant patents. It would probably be correct to consider the German Patent Law in the Reich Patent Office as a basis; this is not ~~so~~ ^{so much} necessary for the reason that after German victory we expect a increase power influence, but because of the quality of the German patent law, which has been recognized all over the world, in the work done by the German Reich Patent Offices, and because of the reputation of the German Patent which is based on this.

Anyone who has had to deal abroad with questions of this nature will confirm how important it is for establishing the value of an invention, whether or not the German patent is granted after a German preliminary investigation, which is especially valued abroad. It is not absolutely necessary and can hardly be expected that all states participating should recognize the German patent law, without offering any criticism and without wishing to effect any change. For instance it would be quite possible for a petition to effect certain changes to be made and to be recognized by all parties, also by Germany herself. Perhaps it would be maintained that the reasons why ~~existing~~ chemical products were not granted patents at the time, were not far out-dated, and that the development of chemical industry in countries familiar with patents of chemical products,

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for instance the U.S.A., showed that the possibility of such patent protection by no means has a hindering influence on the development of chemical industry. Perhaps another state will criticize the regulations of the German patent law concerning the harmlessness of their own preliminary publications, as long as no such regulations were introduced by the countries of the entire civilized world where patents are registered, because it is a well-known fact that even as a result of preliminary publication in one's own country, the granting of patents in countries where these regulations do not apply becomes impossible, and moreover confusion could arise in priority questions (compare conference on the international patent-congress in Berlin in 1936, GUR (Legal Trading Rights and Copyright), Foreign and International Part 1936, page 106).

Perhaps another state might express the wish, that a third instance, which does not exist in German law, should be established for the procedure of granting patents.

It would be quite possible for such suggestions to bring it about, that ^{successful} also in Germany possibilities for improvement of the now and certainly very patent law be investigated; even the best admits of improvement.

However it must just be pointed out that on principle of course there are certain misgivings about accepting the proved system of German patent rights and at the same time to exclude important sections or to make certain changes; our German patent ~~system~~ may not be ideal down to the last detail, but they ^{have} certainly ~~exist~~ and have been tried out. In accepting them, which in itself always involves difficulties, one should not make too many experiments!

Supposing that an agreement had been reached that all countries had accepted German patent ~~law~~ - perhaps after some changes, suggested by those countries and accepted by Germany, had been effected - then one might proceed in such a way that the various countries would enact those patent laws in their own countries in the usual way, with the reservation, that all applications be made in Berlin at the

Reich Patent Office, which would then in future be considered as a European authority or would be reorganized to this effect; as a result the Reich Patent Office would then - on behalf of every European State so to speak - grant a patent valid within the entire European territory, as the patent laws in force in the different countries would consequently be identical, such a patent granted by the Reich Patent Office for the entire European territory would involve the same exclusive rights in every state.

If one pauses for a moment at this point and compares the system suggested here with the present situation, one obtains the following ideas; the present legal situation is such that the State A is prepared to grant the citizen of State B, within the boundaries of State A, an exclusive right similar to a monopoly; as a consequence it could be possible for the citizen of State B who has a patent licence in State A, to run a business production in State B, but to desist from or prohibit such a production in State A, notwithstanding the fact that the introduction of such a production in State A would be of the greatest economic advantage to the latter. Since this situation is untenable as long as states are economically independent, the following corrective measures exist: the obligation to utilize a patent, the compulsory licensing, and even as the last and ultimate means the expiry of the patent due to non-utilization. It has already been pointed out at the beginning that the possibility of a coordination is all the greater the more intensely the European states cooperate from the economic point of view. So matter how close this cooperation may become - in this connection we wish to base our considerations on the fact, that even after a peace treaty the European states will not be able to dispense with the obligation to utilize a patent, compulsory licensing etc. in cases, where the claim of a foreign national to a monopoly is concerned. If the idea of an overall (Grossraum) patent to be granted by the German Reich Patent Office for the entire European territory, is to be maintained, care should be taken that every state is given the possibility, in the urgent interests

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of its own national economy, of granting a compulsory licence - which is restricted to its state territory - on an overall patent effective on its state territory.

The proposition previously set forth for discussion could be varied in such a way that - while everything else may remain as it is - the German Reich Patent Office will not grant a patent to the Applicant but give him a certificate stating that - after preliminary examination - a patent could be granted in accordance with a particular wording which clearly defines the claim to the patent; on the basis of such a certificate the applicant could receive a corresponding patent in every European country from the patent office which would remain in existence in that country, the document naturally being translated into the appropriate language by the Patent Office concerned.

Amongst others the following would point a case in favor of the procedure according to which a certificate is issued; though it is not necessary, it appears more or less if, as the case may be, a state would grant a compulsory license on a patent which it formally grants itself and, territorially limited, on an overall patent. The maintenance of patent offices in the different countries is, of course, to be referred if one wishes to retain the system of secrecy of patents even after the return of wartime conditions. It would be a contradiction if the Reich Patent Office, functioning as a European authority, granted secret patents. Such patents could be granted as hitherto, without any notice being given, by the patent office of each state in valid only within its own territory. In the same way, each state could in its capacities by way of a law, assess by them or by any other administrative regulations that, after making an application in Berlin, the domestic patent office or any other body decides whether for any reasons of public well-being no application in Berlin should be prohibited.

(... of original)

In unifying the legal protection of the industry one would also have to take into account the nature of the right relating to designs in the Americas. One would have to base one's considerations on the fact that, apart from Germany, the protection of ~~designs~~ ^(Gebrauchsmodelle) exists only in few other countries of the world and that protection of designs has hitherto usually been unknown, particularly in those countries in Europe interested in this connection. In Germany, at least is made of the registration of designs, the registration of which can easily be effected in the absence of a careful investigation; during recent years applications in Germany for the registration of designs were almost as numerous as applications for patents.

(...) In view of the order of the conditions in the European Greater Africa it would be considered whether one should abolish or retain the registration of designs in the Americas.

(...) As for the law of competition a certain uniformity does already exist. Most of the European countries have signed the Paris Association Agreement; Article 10 of this agreement contains the obligation of the signatory countries to secure for each other an effective protection against unfair competition, further a definition of the term "unfair competition" in, besides, two special cases of unfair competition. If one takes into consideration that, for instance, the French jurisdiction concerning unfair competition which develops from Art. 1382 of the Code Civil is generally acclaimed as being one of the also extremely good Swiss jurisdiction develops from articles 41 and 48 of the law concerning ~~commercial~~ ^{commercial} fixed interests, then it appears hardly necessary to resort to international regulations which are going even into more details for the purpose of reaching uniform decisions in most cases concerning

competition, even less so, as soon as the ruling of the Reich Gericht in this sphere should in future become even more authoritative than it is at present already in other countries, as for instance Switzerland.

page 8 of original

An international agreement already exists in the sphere of copyright, in the form of the Berne convention for the protection of works of literature and art. This convention was concluded in 1886, subsequently revised several times and given its present version at a conference which took place in Rome in 1928.

It will have to be considered whether a greater uniformity in the matter of the copyright is still possible. One would then have to take into account the fact that in this connection cultural questions are often concerned which depend more on ethnic than on economic considerations, so that the creation of an economic area comprising the whole of Europe need not be so essential in this matter as for instance in the matter of the patent right.

In conclusion I wish to point out that the foregoing remarks are put forward as suggestions and not ~~somewhat~~ definite propositions; they are meant to deal with the problem itself and not so much with its solution. Doubtless there are many other ways of dealing with the problem, and upon closer examination this or that aspect will prove not to be good or perhaps capable of improvement. Yet I feel sure that something must be done in the direction indicated after the end of war, if a unique opportunity is not to be missed. The suggestions made, particularly those dealing with patent matters, may appear somewhat radical to many people. But probably future generations, on looking back, will be even less capable of estimating the present situation than we may be at present of grasping the idea of coordination, as we look into the future. Therefore all those concerned should begin now to think about those questions.

I hereby certify the above to be a true
and correct copy of the original.

Horst FELDMANN
attorney-at-law

DOCUMENT BOOK IV, KIELRIEM
KIELRIEM DOCUMENT No. 24

PROPERTY

LEGAL PROTECTION OF INDUSTRIAL ~~INTERESTS~~ AND COPYRIGHTS
Periodical of the German Joint Alliance for Legal Protection of Industrial ^{property} ~~INTERESTS~~ and Copyrights (registered association).

Edited by the Vorstand

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The European Patent

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The European Patent,

By Dr. von KIELRIEM

Since my article on "The European Unification for Legal Protection of Industrial ^{property} ~~INTERESTS~~ and Copyrights") was published in this periodical a year ago, this question has been dealt with in detail by the competent committee of the Academy for German Law, the "Committee for the Right of Intellectual Creation"; the task has however not been completed up to date. First of all mainly the field of patent rights was examined; the question of adjusting or assimilating the various European patent systems seemed particularly urgent and moreover, particularly difficult. The work of the above-mentioned committee could not advance as quickly as would have been desirable; the time of the participants was extremely limited due to their professional work and travel had to be avoided as far as possible so as to relieve the strain on the Reichsbahn, with the result that the progress of the work was hampered. However, a report on the work done in the field of patents, even if it is not conclusive, should now be submitted to the public. The collaboration of the experts in Germany with those of other European states should if possible begin at an early stage. - or this reason

*) Legal Protection of Industrial Interests and Copyright 1941,
page 185 and following

the following three basic reports which have been submitted to the committee, are being published.

With reference to this work I should like to mention the following. As early as last year I pointed out the following difficulties in my article: though at present it may be possible to picture what Europe will in general look like after the war, details of its political structure are still unknown. But whoever wishes to make practical proposals for a future ~~whole of European patent system~~, should in fact know these very details; on the other hand such proposals cannot be withheld until these fundamental questions pertaining to International Law and Law of individual countries have been settled. Therefore the following reports must be based on some theoretical settlement. Furthermore, the following factors have to be considered. Either a solution could be adopted, the final effects of which would be most advantageous surely from the point of view of patent rights, but which would involve drastic changes in the existing conditions, or alternatively one might favor a solution, which, although it appears less perfect, would prove less revolutionary. It should be definitely ascertained now before continuing the work: which solution yields maximum results in regard to patent law and what is the least desirable solution which might still be considered, i.e. which would effect an improvement of the present condition. With view of the goal pursued, solutions which are below the lowest standard and which bring about insignificant changes only, should not be followed up. If the least desirable solution, which might still be feasible, should perhaps be adopted, instead of the most favorable, that does not at all mean that future endeavors to effect greater improvements should be abandoned. The same also applies to the territorial side of the question. Possibly some state will not be able to decide right away whether to collaborate; that, however, does not mean that it intends to remain aloof for ever. Thus the organic structure of this future adjustment is also capable of expanding in depth, i.e. it can develop most favorably out of the least desirable initial state, as well as in width, i.e. it can spread from a smaller district where the arrangement is in force to a larger one; one should ~~look at~~ ^{not} ~~have~~ ^{be} a passive attitude toward this matter.

Since creative people are the biggest asset of a nation, they should be granted the best legal protection possible. This legal protection, however, has to stop ~~at~~ ^{where} ~~those~~ creative people are ~~would~~ impose too great a restriction on the peoples' community. For these reasons, only a small part of all creative achievements in the field of natural science can be protected by letter patent. If the originators of all basic scientific principles were to be granted exclusive rights, it would hamper the intellectual economic development of a nation to such an extent as to

make it quite impractical and harmful to the people's community as a whole. This is common knowledge to all civilized people. Only the boundary line, to which exclusive rights are admissible, is not clearly drawn.

(page 450 of original)

For instance, in the field of agriculture, the question of patent rights is still much disputed. Some will ask, why not stimulate and reward creative ideas in the field of agriculture, whilst the others will point out that the system of rights of prohibition, licences, claims for compensation etc. derived from the industrial sector would hardly be suitable for the agricultural field. Now is the appropriate time to settle questions of this kind according to European standards. All nations are faced with the problem of judging the reasons for and against, and with adjusting the spheres of interest of both sectors; and those problems should be dealt with uniformly. For instance, the problem of patent rights for medicaments - which is already now being solved alike in almost all European states by refusing the licence for the medicaments (Stoffschutz), yet granting ~~protecting~~ ^{protecting} ~~patent~~ rights, should be dealt with uniformly. To refuse protection to the manufacturers would mean the outlawing of inventions in this entire field, thus doing the inventor an injustice which would by no means serve the interests of the respective nation as a whole - particularly if the compulsion to exercise the rights is considered. Therefore no state should exclude itself, for otherwise the suspicions might arise that this arrangement was made intentionally in the interest of its own medicament industry. That would not be fair, it would mean a deviation from the traditional cooperation in the cultural field and it would be unjust as long as nationals of such a state enjoy the protection in a neighboring state at the same time as it is denied them by their own country. Probably it would not even be ~~advised~~ ^{advised} from the business angle. Presumably it would be more profitable for the respective industry of the country in question to spur on its own creative forces by granting them protection and, in cases where a foreigner enjoys this protection, to acquire part-ownership of the foreign exclusive right, for instance by imposing a corresponding compulsion to exercise this right.

Other odd regulations, which can be traced to selfish economic motives, ~~which have~~ ^{properly} patent ~~rights~~ ^{rights}, should now also be seriously reviewed; otherwise there is the danger that other countries might consider "retaliation measures", which would tend to separate rather than unite.

As already mentioned at the beginning, the question of the European patent was first dealt with by the above-mentioned committee of the Academy as a problem of foremost urgency. It must be emphasized again that work in the other important spheres, especially pertaining to right of competition, trade mark and copyright, is being continued; reports on the progress will be published in due course.

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To the question of unification of the procedure of ~~concerning~~ ^{granting} patents.

By Dr. Ing. Dr. jur. Franz Redies, Leverkusen.

(page 455 of the original)

The article by Kajoriem in GRUR (Legal Protection of Industrial ~~Interest~~ ^{Property} and Copyright) 1941, page 185 and the following, leads to present day problems. After Kajoriem, Treumer states his opinion on "Legal Protection of Industrial ~~Interest~~ ^{Property} and the European Economic Region" in GRUR 1943, page 1 and the following.

II.

For the treatment of the subject given me, I consider it practical to begin with the examination of a question which has already been repeatedly discussed in the past - whether the idea of centralizing the examining procedure in a European Patent Office (henceforth referred to as "EPA") should be resumed with view to the present endeavors. First of all it would therefore only have to be determined whether the examination as to novelty, technical progress and quality of the invention should be the function of the EPA, which would have to conduct this examination by order of the European states. The possibility of assigning also other questions for central examination to the EPA will be discussed later (compare Paragraph III and IV of this article).

In my opinion, the prime prerequisite for a centralization of the examining procedure is to adjust the regulations of the European patent laws, respectively the principle of jurisdiction concerning novelty, technical progress and quality of the invention.

Thus affecting the assimilation of the laws in the above sense is the prerequisite for facilitating the central examination of patent applications as to novelty, technical progress and quality. Another prerequisite would be to succeed in securing the personnel and material basis for the establishment of a central Patent Office. The countries participating must feel sure that the examination of their inventions is in good hands with the EPA. That would be particularly important to those countries, where a well functioning national patent office is already in existence. It would be a poor exchange for these countries, if they had to depend on less reliable examination results of a central Patent Office after the satisfactory work performed by the hitherto existing national establishment.

I shall again refer to the question of procurement of personnel and funds for the EEA, later on (compare Article VI of this article).

(page 460 of the original)

V.

After the above statements I have reached the conclusion that the present differences in the European examining procedures are impractical for all participants and that regardless of the future political structure of Europe, a reform in the sense of a central consolidation of examinations is required. If the unification of the examining procedure were successfully effected in this manner, a very valuable service would be rendered all participants even if all other aspects of patent law remain unchanged. However, with the most favorable solution in mind, one should also include the granting of patents in this re-organization if possible.

(page 461 of the original)

In my opinion, the final decision on whether a centralization of the granting of patents as outlined above will materialize, depends on the following circumstances:

1. A prerequisite for such an extensive centralization of the concession procedure could be the creation of a uniform European patent law. This question will be examined in Lindemann's section.
2. Furthermore a suitable system would have to be evolved for the prosecution of persons violating the privileges of the European patents. This matter will be handled in Wiegand's section.
3. The political attitude of the European countries after the war will probably be decisive. Those countries which support the European New Order on the basis of a stronger union of the European nations, will welcome a uniform European patent as an establishment which contributes to the common goal. Neither will those countries hesitate to assimilate the tasks connected with the complete assimilation of the European patent laws, because thereby the desired aim, namely the closer cooperation of the European nations, could also be promoted. On the other hand, those countries which after the war are ~~more~~ in favor of administration by the individual state, will support the opinion that the establishment of a uniform European patent and the extensive assimilation of laws connected therewith, should be avoided, because these measures constitute too strong a centralization. In case the uniform European patent, as outlined above, should not materialize, it would in my opinion be perfectly feasible

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to establish the system discussed by Knieriem in the above mentioned article, page 166. In this case the European Patent Office would, after preliminary examination, issue a certificate to the applicant for the patent to the effect that a letter patent with the precise text outlining his claims - as prescribed in the certificate - could be granted; the then still existing patent offices of the country would then grant national patents within the limits sets by the E.P.A. on the basis of that certificate.

(page 462 of the original)

The centralization of the examining procedure in connection with this reversed system would be the minimal task which must be carried out in order to make the desired New Order worth while at all. In order to obtain the most favorable results, one should if possible go beyond that and work toward the erection of uniform European patents.

VI.

There would have to be little difference in the structure of the European Patent Office, whether only the centralization of the examinations materialized, or even in case of a more extensive arrangement. I should like to mention the following details:

* * * * *
The question arises where the personnel for the E.P.A. could be procured. The German Patent Office could probably furnish a considerable number of the staff required. A further number of employees could probably be released from the Patent Offices of other examining countries, for instance the Protectorate, Holland, Denmark etc.

* * * * *
(page 415 of the original)

I believe that it would be a rather high estimate already to assume that approximately 50 - 100 examiners could be released from the foreign patent offices for the E.P.A.

* * * * *
Furthermore it would have to be considered that arrangements similar to the German Civil Service would be out of the question since we would be dealing with a European installation.

I hereby certify that the above is a true and correct copy of the original.

Horst Wielmann
Attorney at Law

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Affidavit.

I, the undersigned Attorney and Notary Public Richard MOSEN von PILZEN, born on 27 May 1902 at Stuttgart, living at Berlin-Charlottenburg 9, Altenburger Allee 19, having been warned that I render myself liable to punishment in making a false affidavit declare on oath that my statement is true and was made to be submitted as evidence to the Military Tribunal No. VI in the Palace of Justice Nuernberg, Germany.

I declare the following:

I have been requested to state whatever information I have of the share attributable to Dr. August von KNIERIEN in the formation and development of legislature with regard to the legal protection of business-interests (such as patent- and competitive rights, registered designs and trade-marks) as well as to copyright, especially in his capacity as Chairman of the "German Work Community for the legal protection of ^{industrial property} ~~industry~~ and copyright" and the "Committee for the right of intellectual ^{creation} production" at the Academy for German Law.

The "German Work Community for the legal protection of industrial property and copyright" is a continuance of the "German Association for the protection of industrial property", founded already in the course of the last century, had as its aim the promotion of the development of the law with regard to the legal protection of industry and of copyright, in conjunction with interested personalities in economy, science, engineering and general culture including relevant judges, attorneys.

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and patent lawyers. This was done by meetings, conferences of special committees and by the publication of the periodical "the legal protection of industry and copyright" in close contact with the competent legislative and judicial authorities

I myself was, until 1933, secretary of the association, simultaneously collaborating in the publication and editorship of the periodical "the legal protection of industry and copyright". In the autumn of 1933, I had to resign from these offices remaining, however, familiar with the activity of the Work Community in my capacity as secretary of the German group of the "International association for the legal protection of industry" and as deputy first, and, later, actual Chairman of the Special Committee for copyright,

About 1935 Dr. von KNIERIEM took over the chairmanship of the Work Community; prior to 1933 he had already been in charge of the work in connection with the legal protection of industrial property within the IG Farbenindustrie A.G. and, in this capacity, had been Vorstand-member of the Association. As far as I know, Dr. von KNIERIEM's appointment as Chairman was not due to Nazi-protection. He would have been an equally acceptable chairman in keeping with the former tradition of the association on account of his position and his capabilities.

About the same time, or soon after Dr. von KNIERIEM's acceptance of the Chairmanship, negotiations resulted in the taking over, by the Work Community with its Special Committees

the task of relevant Committees established, in the meantime, in connection with the Academy for German Law. At the Academy, also under the direction of Dr. von KNIERIEM, a special committee was organized under the name of "Committee for the right of creation intellectual ~~protection~~" with the most proficient experts in the sphere of legal protection of industrial and copyright as members. I belonged to this committee in my above-mentioned capacities. This committee was to unite and record the work of separate special committees, but, in the first place, it was to perform scientific work. In the years prior to the war it elaborated important and difficult problems, frequently discussed at home and abroad, such as the protection of intellectual property, the extension of legal protection of industrial ^{property} and the protection against Slavish imitation.

This cooperation with the Academy for German Law prevented the establishment of rival corporations by the NS-party, acting as cover in opposing radical tendencies emanating, with regard to inventions, (patent rights) especially from the Technical Office of the NSDAP and, in connection with copyright, from the Ministry of Propaganda.

These essential conditions for practical-scientific work, free from NS-ideology, for the development of legal protection of industrial ^{property} and copyright, Dr. von KNIERIEM, I know, turned to his advantage during the whole time of his activity, taking a line in his work which

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made full allowance for international legal principles. Moreover, the work performed by the German Work Community has always been appreciated abroad until the war put a stop to international collaboration. In contrast to the Italian attitude, there was, among all other states, complete harmony in the co-operation of those engaged on international issues.

In opposition to results in divergent legal spheres, I consider that Dr. v. KNIERIEM's exertions in the Work Community and the Committee for the protection of intellectual ~~productions~~^{creation} must be regarded as useful working-material in connection with the legal protection of industry^{and} ~~and~~ ^{property} copyright.

During the war, at the instigation of Dr. von KNIERIEM, the Committee has chiefly been engaged on the unification of European patent-laws. These developments were based, in particular, on Dr. v. KNIERIEM's publications "European unification of legal protection of industry^{and} ~~and~~ ^{property} copyright" and "European Patents" in the journal "Legal protection of industry^{and} ~~and~~ ^{property} Copyright" 1941 and 1942. In this connection Dr. von KNIERIEM takes as his starting-point propositions already made by the allies and neutrals abroad during the first World War. The treatment of these questions was based on the clear recognition that a requisite economic cooperation in Europe ~~could be established~~^{required also the} ~~only after~~^{of} surmounting those obstacles

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which resulted from divergent patent systems and otherwise in
the legal protection of industry property. According to Dr. von
KNIERIEM's observations the work was inspired by the conviction
that an effective unification could arise only from voluntary
cooperation of all European states. Therefore solutions would
have to be found which made allowance not only for national
feeling but also for national sensibilities. It is remarkable
in this connection that, according to pre-war experience, the
opinion seemed to prevail that great appreciation would be
found among the western European states for issues under elab-
oration, but that, on the other hand, the axis-partner Italy
might raise difficulties since, in Italy, an aim for inter-
national solidarity with regard to the legal protection of
industry property would be overshadowed by autocracy measures.
industry would be overshadowed by autocratic pressure.

Judging by the personal impression I retained from meetings
and individual conversations with Dr. von KNIERIEM, I deem it
impossible that these endeavors, for him, served merely as a
scorcher for the realization of German claims to power. To that
end he was too much imbued, in my opinion, with the necessity
of an international cooperation on equal terms.

Moreover, in these endeavors, Dr. v. KNIERIEM always restrained
from attaching preponderance

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to IG-interests, presiding over all negotiations with extreme objectiveness and that strict impartiality that was his characteristic.

Though the sphere of legal protection of industry ^{properly} was only in a comparatively minor degree menaced by Nazi-tendencies I consider it, to a marked degree, due to the personal merit of Dr. von KNIERIEN that the entire work could be kept at such a level that, even to-day, it will withstand criticism. The level and the spirit of the work rendered also led to the achievement that wherever Nazi-tendencies were emanating, in particular, from the Technical Office and the Propaganda Ministry they were carried on by government offices with the exclusion of the Work Community, unless they had previously been frustrated in the deliberations of this organization.

Berlin, 30 December 1947.

Richard ROSEN von FILSECK

I certify the above to be the signature of attorney Richard ROSEN von FILSECK at Berlin-Charlottenburg 9, Altenburgerallee 192. No. 380 Year 1947 of Document Register.

Berlin-Charlottenburg, 30 December 1947.

BURTMANN
Notary

Account of costs:

Value: 3,000.- Reichsmark	Seal:
Fee according to Paragraph 144, 26, 39	4.- RM
Turnover tax 3%	<u>0.12 RM</u>
	4.12 RM

Notary of the dis-
trict Court of
Appeal Ferdinand
BURTMANN

BURTMANN
Notary

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I hereby certify that the above is a true and correct copy of
the original.

Horst FELCKLINN
Attorney

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KNIERIEM DOCUMENT No. 36

May 1946

Subject Statement by Geheimrat Dr. H. SCHMITZ dated 17 September 1945.

When in September 1945 SCHMITZ was interrogated in Hoechst for a number of days, he was very depressed and downhearted one evening. On being asked by KNIERIEM what was wrong with him, he said that he had signed a preposterous statement - perhaps he used another word - which he should rather not have signed since it was not 100% correct. When he was further asked by KNIERIEM, why he had done so, he stated that he had been strongly influenced by SCHMITZLER, furthermore his nerves were completely wrecked. Directly afterwards he had a kind of nervous breakdown, was confined to his bed for a fairly long period and was treated by several American doctors. He did not say anything about the contents of the statement nor was he questioned about it, since at that time we were still under the impression that we were not allowed to discuss topics of interrogation among each other. Later on, we gradually arrived at another viewpoint; on the one hand we considered the interrogations as concluded, yet on the other hand, in November 1945, an interrogator - Mr. Lawrence Linville - was very surprised when KNIERIEM told him that SCHMITZ never talked with him about his IG Chemie interrogations. Linville thought that he had taken it for granted that we discussed interrogations among ourselves and intimated to us that he had no objection whatever to an exchange of information.

In about February 1946 SCHMITZ of his own accord remarked to GAJEWSKI that the previous autumn he had signed a statement under SCHMITZLER's influence, in which he had made incorrect statements - he obviously meant statements which unjustly incriminated the I.G. He did not inform GAJEWSKI about any details of the contents.

On 11 March 1946 HERZLER, SCHMITZLER, KNIERIEM and ILGNER held a discussion ~~about~~ ^{whether} whether - during the interrogations - the questions ~~were~~ ^{were} related to whether the I.G. had worked out so-called mobilization-plans in the chemical sphere. In this connection it was stated that such an accusation was completely unfounded and could easily be refuted; for the I.G. or the competent gentlemen (AMBROS, WUSTNER, HERZLER, STRUSS) had not even known that it had been planned to close down the plants Ludwigshafen and Oppau in the event of war, but on the contrary received this instruction only on the very day when England declared war. KNIERIEM notified SCHMITZ about this on the same day and emphasized that this fact, hitherto unknown to him, was a convincing proof that the I.G. did not work on plans connected with mobilization in the chemical sphere. SCHMITZ replied: "What did Herr von SCHMITZLER say to that?" He added that this information did not conform to his statement made under SCHMITZLER's influence in September 1945 which he had ~~also~~ ^{also} discussed with KNIERIEM at that time. At the same time SCHMITZ handed a copy of the statement dated 17 September 1945 to KNIERIEM, who on 12 March made it known to HERZLER, SCHMITZLER, BREUERFISCH and ILGNER during a conference;

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subsequently the draft of IHR MUEH's memorandum was begun.

Shortly before the dispatch of this memorandum which was sent to FIAT together with an accompanying letter dated 30 March 1946, HOUFLIN - who had returned to the camp after having been ill and had been informed about the events - had a discussion with SCHMITZ regarding the statement in question. In the connection H. expressed his astonishment at the contents and said that such statement could only be explained by the bad state of SCHMITZ's physical and mental disposition. SCHMITZ admitted this and mentioned that he had been ill and had been treated by three physicians; he furthermore expressed that the statement contained facts which needed correcting.

(page 2 of original)

Shortly before the dispatch of this letter to FIAT, dated 30 March 1946, to which the memorandum was attached, the question was repeatedly discussed with SCHMITZ whether he should not make this correction at the same time. At that time SCHMITZ obviously had this intention and made several drafts which he showed to EGERIEM and BUSENIGK. These drafts ~~suggested~~ that his statement dated 17 September 1945 was partly incorrect and needed correction along the lines of IHR MUEH's memorandum - which had been handed over to SCHMITZ in the meantime. But apparently SCHMITZ could not make up his mind and the gentlemen of the I.G. mentioned did not want ~~to force~~ ^{to agree upon him} anything. This letter dated 30 March ~~was~~ was sent to FIAT without any correction made by ~~SCHMITZ~~. Then he had been ~~sold~~ on one occasion, as to whether he had subsequently furnished a correction, he answered in the negative, stating that everything necessary had been said in IHR MUEH's memorandum.

v.K.

The correct and true copy of the foregoing document is herewith certified.

Horst PELGMANN
Attorney

RULES OF PROCEDURE
FOR THE MEMBERS OF THE VORSTAND OF THE IG FARBEINDUSTRIE
AKTIENGESELLSCHAFT

According to Article 17 of the ~~existing~~ agreement of the
IG Farben, the Vorstand is to manage the affairs of the company
on the strength of rules of procedure which must be approved by
the Aufsichtsrat.

Article 1.

All internal or external affairs of the company are managed solely
by the Vorstand. Its task is to carry out the duties assigned to it
in accordance with the law in an impartial, strict and just manner.
Apart from exercising strict control over all employees and the
performance of their task, the members of the Vorstand must continue
to exercise a stimulating, helpful and encouraging influence on the
staff-members.

If certain tasks have been assigned to the members of the Vorstand -
then they have to carry them out independently, - in doubtful cases
after consultation with the Vorstand members designated as their
deputies - and take full and sole responsibility.

In all general and important cases, but especially in those mentioned
in Article 3, the members of the Vorstand have no right to make
their own decisions. On the contrary they have to submit the cases
to the "Working Committee" for decision. In doubtful cases, however,
every member of the Vorstand also has the right - subject to his
having previously consulted his deputy in the matter - to call upon
the Working Committee for a decision.

with regard to those affairs which are subject to the decision of an individual member, having previously discussed it with the deputy.

A deputy is to be appointed for every head of a certain branch of the business. He has not only to act as deputy for the senior chief, in the event of the latter being prevented from coming due to personal or business reasons (official journeys, illness, leave, etc) but also has to assist him in all important technical or commercial questions, primarily in an advisory or assisting capacity.

Article No. 2

As due to the large number of Vorstand members, it is ~~even~~ impossible to bring about a uniform management of the company with regard to large-scale and general affairs, the Aufsichtsrat has appointed a "working committee" from among the Vorstand members as listed in enclosure I. As a rule all departments (branches) of the company should be represented therein by a chief Referent or his deputy.

The members of the Vorstand, also those who do not belong to the Working-Committee will retain their former occupation, within the plant - and sole combines which are now to be established.

Article 3

The Working-Committee is competent for the following matters,
subject to the consent (*)^{of} the "Verwaltungsrat" of the Aufsichtsrat".

1. Acquisition and sale of real estate, of buildings and plant installations;
2. The erection of new plants, which serve the extension or transfer of plants, or the incorporation of new plants or the extension of welfare institutions.
3. Participation in other enterprises and the termination of such partnerships, participation.

4. Acquisition and sale of patents, licenses and manufacturing secrets.
5. The closing-down or cutting down of ~~products~~ ^{plants} including welfare institutions.
6. The erection of manufacturing-plants and sales-departments, ~~branches~~, agencies at home and abroad.
7. Conclusion, prolongation and cancellation of conventions, cartels, syndicates, Interessengemeinschaften and the like.
8. The employment of officials with a yearly income exceeding RM 10.000. and the increase of annual salaries of officials beyond RM 10.000..
9. The ^{conclusion} ~~termination~~ and cancellation of contracts of ~~assistants~~, associates.
10. Settlement of disputes with workers and employees, especially concerning wages and salary questions.
11. All questions concerning organization, especially the coordination of neighboring plants under joint management.
12. Granting of limited authority to act and to sign "or and on behalf" and "per procuration".
13. Decision as to ^{balance sheets} ~~financial statements~~ and to propositions regarding distribution of profits which are to be submitted to the Aufsichtsrat.
14. The decision as to the application for credits and with regard to applications concerning the issue of bonds, increase of capital and other changes in the ^{Charter} ~~company-agreement~~, which are to be submitted to the Aufsichtsrat and to the general meeting.
15. All general and important matters ~~are~~ beyond the range of the current ~~existing~~ business.

Par. 4

So as to ensure the greatest success in working toward the above goal, the tasks are divided among the members of the Working Committee as shown in supplement II.

Par. 5

Herr Geheimrat (Privy Councillor) Dr. BOSCH is elected chairman of the Vorstand and the "Working Committee" for the duration of his Vorstand membership. The regular Vorstand member, who is senior in service among the members of the "Working Committee" present, is to act as Deputy Chairman.

In addition, the Verwaltungsrat, in agreement with the chairman of the Vorstand, will each year choose 4 gentlemen to aid them in secret as well as in personnel matters. Two of these will be heads of factory combines and two heads of sales combines. There will also be deputies, chosen from corresponding circles. For 1928 the gentlemen named in supplement III were appointed.

Par. 6

The Working Committee will, as a rule, meet in monthly sessions, either at company headquarters, that is Frankfurt am Main, or in turn at the seats of the various factory and sales combines.

The meetings will be called by the chairman or his deputy, invitations always to be extended to the Verwaltungsrat members, as they have an advisory voice in these meetings. Other Vorstand members too may be called in to give advice on individual items of the agenda.

Invitations should be sent out in time, usually eight days, but not less than 4 days before the meeting, with an agenda enclosed, giving all invited a chance to add items. Upon request of a working committee member, the chairman must in urgent cases call an extraordinary meeting at once.

Although it is desirable that the heads of factory and sales combines, or their deputies, attend all meetings of the working committee, it is not necessary for all the other members of the working committee to do likewise, as this would entail too much travelling. As a rule the latter are only required to attend if their presence is imperative for the discussion of the subjects on the agenda.

Par. 7

In these meetings everything that has happened since the last meeting will be reported; furthermore decisions will be made on all resolutions which are beyond the scope of the individual member (see par. 3).

At the end of each working committee meeting the date for the next ordinary meeting will, if possible, be fixed.

Although it is desirable that all decisions be passed by unanimous vote, if this cannot be achieved, a majority vote of the members present will decide. If the votes are equally divided, the decision rests with the chairman.

Par. 8

Minutes will be taken of the course of the discussions, and they will contain chiefly the decisions made. They will be read out at the end of the session and signed by the chairman.

Minutes will be duplicated as quickly as possible and copies forwarded to the chairman of Verwaltungsrat and Vorstand, as well as the heads of the factory and sales combines, who will then, in the meetings, inform their members and thus all Verwaltungsrat and Vorstand members of the decisions.

Where the nature of the matter permits, decisions reached in secret meetings between the chairmen and the four factory and sales combines representatives (par. 5), are to be brought to the attention of the Verwaltungsrat only.

All minutes are to be treated as strictly confidential in every detail and are to be kept with particular care by the head of the secretariat.

Par. 9

The heads of factory and sales combines or their sub-sections, are also to invite all Vorstand members of their sphere, to attend as a rule on conference per week, to be held on fixed days at their place of activity. On these occasions reports will be made on all business matters, particularly concerning the factory and sales combines, according to a fixed agenda;

furthermore decisions will be made by unanimous vote, if at all possible, otherwise by majority vote. The Verwaltungsrat members appointed to supervise these combines, will be invited as well as they are also authorized to attend these conferences in an advisory capacity. Minutes will be taken in the same way as stated above for the working committee. Copies will be forwarded to the chairmen of Vorstand, Verwaltungsrat and the other factory and sales combines who will bring them to the attention of their members in the next meeting. For the rest, the factory and sales combines will draw up their own rules of procedure subject to the approval of the Working Committee.

Par. 10

To preserve uniformity and to synchronize business in all the company's offices in various localities, special commissions (supplement IV) will be formed if required, composed of the heads of corresponding departments, factories and offices. The members of these commissions will be appointed by the Working Committee. The commissions will draw up their own rules of procedure, but these will be subject to the approval of the Working Committee. In general, decisions will be made by unanimous vote of all commission members present, however, each Vorstand member has the right to appeal to the Working Committee, by this appeal postponing execution.

Par. 11

respectively,

The chairmen of the Vorstand, of Working Committee, as the case may

DOCUMENT BOOK IV, FRIEDRICH
FRIEDRICH DOCUMENT No. 27

be, as well as the heads of the factory and sales combines, will handle the correspondence on all personnel, as well as important and urgent matters, wherein the heads of the factory and sales combines will communicate with the chairman of the Vorstand, and the latter with the chairman of the Verwaltungsrat.

The chairman of the Vorstand and the heads of the factory and sales combines are in the first place responsible to the Verwaltungsrat, or the Aufsichtsrat, as the case may be, for the correct and businesslike conduct of affairs, the strict compliance with regulations issued and the prompt execution of properly sanctioned decisions.

Certified A True Copy.

Horst FELDMASH
Attorney-at-Law

Rules of Procedure for the Vorstand of IG Farbenindustrie
Aktiengesellschaft.

According to par. 12(3) of the statute, the Aufsichtsrat of IG Farben-
industrie Aktiengesellschaft issues the following Rules of Procedure for
the Vorstand, which will take the place of the ~~extant~~ ^{existing} Rules of Procedure.

Paragraph 1

The Vorstand conducts the business of the Corporation according to the
regulations of the Law, the Statute, and the following Rules of Procedure:

Paragraph 2

The chairman shall as a rule call a plenary session of the Vorstand
about once a month. At those sessions each Vorstand member shall submit
such matters relevant to his sphere of work, which are specified in the
following as requiring approval. Moreover, it is the duty of each Vorstand
member to submit any matters which may be of importance to all Vorstand
members, especially if they will help them to get a better survey of the
business as a whole.

Paragraph 3

The individual Vorstand members shall as a rule submit particularly
important matters beyond the scope of ordinary business, to a plenary
session of the Vorstand for decision. The matters specified in
par. 4(2), are to be taken up with the chairman of the Vorstand
for disposition in the Central Committee.

(2) The following is a list - though incomplete - of subjects which are usually - but not always - to fall within the group of matters of particular importance which are beyond the scope of ordinary business:

- a) Purchase and sale of real estate;
 - b) Establishment of factories and sales agencies, branch firms and agencies at home and abroad;
 - c) Closing or curtailment of factories;
 - d) Participation in other enterprises and resignation of such participations;
 - e) purchase and sale of patents, licenses and manufacturing secrets;
 - f) Formation, extension and cancellation of cartel agreements, syndicates, conventions, joint interest agreements, etc;
 - g) Conclusion and cancellation of collaboration agreements;
 - h) Other matters requiring the expenditure of money.
- (3) When handling business requiring approval, Vorstand members may in exceptional cases act independently, if failure to do so might result in grave loss. It is the duty of the Vorstand member concerned to decide whether or not such a case has arisen. He is to report such independent action in the next plenary session of the Vorstand.

Paragraph 4

- (1) Members of the Vorstand are to be elected

by the Aufsichtsrat to form a central committee which is to be presided over by the chairman of the Vorstand.

(2) The Central Committee handles and decides the following matters:

- a) important personnel matters, especially the appointment of directors, and the giving of proxy and powers of attorney.
- b) particularly confidential matters;
- c) particularly urgent matters ;
- d) fundamental questions pertaining to organization;
- e) donations, insofar as individual departments of the corporation do not themselves have limited power for this.

(3) Particularly important matters, even if not listed here, may be processed in the Central Committee, and then submitted for final decision to a plenary session of the Vorstand. Unless very special reasons make it impossible to do so, reports on all negotiations and decisions of the Central Committee since the previous plenary session are to be given in each plenary session of the Vorstand.

Paragraph 5

The chairman of the Aufsichtsrat is to be invited to the plenary sessions of Vorstand and Central Committee and he is entitled to participate in the proceedings in an advisory capacity.

Paragraph 6

Although it is desirable that decisions in the plenary sessions of Vorstand and Central Committee

are passed by unanimous vote; in cases where this cannot be achieved, a majority vote of members present will decide. Should the number of votes be equal, the chairman's vote is decisive.

Paragraph 7

Except in cases covered by the Law and the Statutes, the Vorstand requires the consent of the Aufsichtsrat to take up loans.

The Aufsichtsrat may decide that other types of business also require its consent.

December 1938.

Certificate.

I, Albert, G.D.Lovy, AGO No. 434708, hereby certify that the above document is a true and faithful copy of the original text of the Rules of Procedure for the Vorstand of the IG Farbenindustrie Aktiengesellschaft, dated December 1938, which was used to make this copy and against which it was rechecked.

Ex. 7
9 June 1947

Albert G.D. Lovy
U.S. Civilian AGO No. 434708

- 2 N 2 -

Certified a True Copy

Horst Polckmann
Attorney at Law.

DOCUMENT BOOK IV ENCLERIK

CERTIFICATE OF TRANSLATION

26 January 1968

We, Annette Jäger-Sohn, Hannah Schlesinger, Peter Siegel, Monika Hollwox, Annelie Riezer, U.S. Mason and Elli Bennett, hereby certify that we are duly appointed translators for the English and German language and that the above is a true and correct translation of Document Book IV Enclerik.

" 221 - 222 Annette JÄGERSONH
ETO No. 20146

" 224 - 231

PETER SIEGEL
ETO No. 30254

" 232 - 235
240 - 251

ANNELE RIEZER
ETO No. 25967

" 239 - 245

MONICA MELLODD
ETO No. 20146

" 252 - 256

U.S. MASON
ETO No. 5175

" 264 - 272

ELLI BENNETT
ETO No. 15573

" END "

Tribunal VI

Case VI

Defense

Case 6

DOCUMENT BOOK V

for

Dr. August von KNIERIEM

Doc. No. 30 - 37, pages 281 - 313

Submitted by the
Defense Counsel

Horst PELOMANS
Attorney-at-Law.



Aug 1

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30		Affidavit Reinhard DITSCHLI, dated 10 December 1947; Treatment of the incoming mail in Dr. von Knieriem's office. Shows that much correspondence addressed to Herr von Knieriem simply passed over his desk or was even initiated by him, but that he did not take notice of its contents.	281-284
31		Excerpts from the transcripts of the meeting of the Legal Committee, dated 18 September 1941. Continues and supplements the excerpts from the transcripts submitted and introduced in the cross-examination of Dr. v. Knieriem as Prosecution Exh. No. 1871 NI 14028. Shows the subjects under discussion by the Legal Committee.	285.
32		Affidavit Friedrich SIEGEL, attorney at law, Nuremberg, dated 31 March 1948; Explanations on discussions held in the Legal Committee meeting of 18 September 1941 on the subject of secret agreements. Treatment by the I.G. of contract concerning armament firms (i.e.-contracts) i.e. secret contracts. In contrast to the other contracts these latter contracts were not submitted to the Central Office for Contracts in Ingolstadt or to Herr von Knieriem.	286-288
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		Gives particulars of the loyal manner in which the I.G. had carried out its obligations under the contract, particularly in regard to the exchange of experience.	
33		Testimony of Mr. Parish, President of Standard Oil of New Jersey, before a Senate committee in 1942: The various contracts between Standard Oil and the I.G. proved to be very advantageous to German industry, particularly in regard to a number of important strategic products. The I.G. had given Standard Oil some valuable technical information on Buna. In 1939 there was sufficient information available in the USA concerning the erection of factories and production of Buna. Butyl rubber was valuable for Germany on account of the lack of the essential raw material, Isobutylene.	
		Testimony of Mr. Frank HOWARD: No secret technical information was required for the Butyl rubber process. All necessary information could be had from the well known patent descriptions published everywhere.	289-291
34		Affidavit Dr. August von KNIERIEM, Nuremberg, concerning the division of labor in the management and the responsibilities of the individual Vorstand members of the I.G. Shows the extraordinary far-reaching division of labor and decentralization, the independence of individual members within the Vorstand in regard to their particular field of activity and the limitations imposed on the treatment of business matters before the Vorstand body. Limiting the participation of the other Vorstand members with regard to activity of their colleagues.	292-306
35		Affidavit of the Vorstand member Dr. Constantin J. COBY, Frankfurt, passed at the end of 1943, concerning the division of labor within the Vorstand. Shows the independence of the individual Vorstand members....	

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		regarding their sphere of work and the limited knowledge and participation of the rest of the Vorstand members as to these matters	307 - 310
Dr. Oster 15 Vol. II, p. 42 - 46		Affidavit of Dr. Gustav PISTOR, Vorstand member, retired in 1937, Zegarnica, about the division of labor inside the Farben Vorstand. Shows the independence of the individual Vorstand members and the limitation of their responsibility to their own sphere of work. Restricted discussion of matters in the full Vorstand and in committee meetings.	
36		Affidavit of Hermann BAESLER, Frankfurt, about the numerical development of the Farben Vorstand from 1935 to 1944. The number decreases from 63 to 22.	311 - 312
37		Chart showing the development of the turnover and the labor strength on the one hand, and the number of the Vorstand members on the other hand, from 1926 to 1944. How much turnover and how many workers and employees fell to the share of each Vorstand member?	313

Dr. von Knieriem

Doc. No. 30.

A F F I D A V I T.

I, the undersigned Reinhard Dietrich, residing in Ludwigshafen a.Rh., Grünerstrasse 10, after having been cautioned that by making a false affidavit I render myself liable to punishment hereby declare that my statement is true and was made in order to be submitted as evidence to the military Tribunal, Case 6, at the Palace of Justice in Nürnberg, Germany.

- 1) Since 1916 I have been working as a commercial employee in the legal department of the I.G. Farbenindustrie, respectively the Badische Anilin- & Soda-Fabrik, Ludwigshafen a.Rh.
- 2) My job since 1926 was to sort out and distribute the incoming mail of the legal department to the individual experts concerned. Letters and other documents to be submitted to Dr. v. Knieriem were marked with a "g" (either with a pencil or with a stamp). If a matter was also being dealt with by another expert of the legal department than his initials were also added. Matters of general interest were marked with the initials of all the legal experts, besides Dr. v. Knieriem's. The mail then was submitted to Dr. v. Knieriem by Herr Lütwalter and after the latter's death (1942) by me. Correspondence he wanted to attend himself was retained by Dr. von Knieriem and matters to be dealt with by another expert of the department were initialed by him and passed on.

Dr. von Knieriem

Doc. No. 30.

We saw to it that no time was lost in forwarding the mail to the experts concerned. As Dr. von Knieriem was extraordinarily busy and as he was frequently on business trips (hardly a week passed he was not absent several days) there always was a stack of mail waiting for him to be dealt with or to be read. After his return from his trips it was submitted to him in his office or sometimes was also brought to him to his home. Thus it happened that correspondence was initiated by Dr. v. Knieriem which he hardly could have read or only superficially at the most. This was the case when it concerned matters which did not particularly interest Dr. von Knieriem (i.e. plans of the Vowi (Economics Department), of the Zefi (Central Finance Department), etc., or

Page 2 of the original

matters not requiring his personal treatment. He was then informed later on on these matters, insofar as they were of interest to him, by the experts in question. It also happened that correspondence was submitted to him which had not been marked for his attention by the office as it was thought to hold no interest for him. Then again it happened that mail marked for him was not submitted to Dr. von Knieriem, because, in his absence, it had been either lying about unattended on the desk of the expert in question for too long a time or because it was thought that, for some other reason, it had become out-dated.

Dr. von Kneieriem

Doc. No. 30.

As far as the office was concerned, things were settled when the mail had been initialed by Dr. von Kneieriem, regardless whether or not it had been read by him. I myself have noticed on several occasions that Dr. von Kneieriem had initialed and passed on mail without having read it. His initials therefore prove no more than that the mail had been submitted to him and not that he had actually read it. If Dr. von Kneieriem had left the unread correspondence uninitialled, it would have been submitted to him again and again by the office, because the office saw to it that all mail was initialed by him in order to head off subsequent complaints that it had failed to submit any or the other matter to him.

Mail which in my opinion was not important enough to be submitted to him and which did not concern him as an expert was forwarded directly to the expert in question which means that this mail neither required Dr. v. Kneieriem's initials nor his reading it.

Ludwigshafen a.Rh., 10 December 1947.

Reinhard Ditschler.

I, hereby certify the authenticity of the signature of Herr Reinhard Ditschler, Ludwigshafen a.Rh., signed before me, Friedrich Silcher, Attorney at Law, Nuremberg.

Ludwigshafen a.Rh., 10 December 1947.

(signed)

Friedrich Silcher
Attorney at Law

Defense Counsel at the Military Tribunal,
Nuremberg.

Dr. von Kneierien

Doc. No. 30.

I hereby certify that the foregoing is a true and correct copy of the original document.

Nuremberg,

Horst Polckmann
Attorney at Law.

Dr. von KNIERIEN
Doc. No. 31

Excerpts from the Transcript
on the Meeting of the Legal Committee,
held on 18 September 1941.

..... to present this case as an exemplar

Credit Negotiations with the "Bank der Deutschen Luftfahrt AGa"
(HEINTZELER)

Two clauses desired by the Luftfahrtbank are causing difficulties in the negotiations with the Luftfahrtbank concerning credits to finance war important plants. The first clause contains the stipulation that the I.G. must take advantage of other financing possibilities which present themselves during the term of the credit, provided the credit terms are not more unfavorable; the second clause stipulates that the Luftfahrtbank renounces its right for security of the credit, provided the I.G. declares that it has not given security to the other creditors and will not do so in the future without the consent of the Luftfahrtbank.

In the negotiations conducted by Ludwigshafen with the Luftfahrtbank it has been found that the I.G. has already in one case agreed to the stipulations in question.

The discussions show that both of the clauses desired by the Luftfahrtbank are held to be unsatisfactory for the I.G., therefore, it was resolved that STEIN and KIRSTEN should contact the Luftfahrtbank in order to obtain its consent for a revision of the case in question so as to bring about a solution acceptable to the I.G. in future cases.

ZEPPELIN concur with the opinion that a certain exchange of experience is indispensable also in regard to secret agreements. It would not be necessary to discuss the entire text of the contract, it would be sufficient in the case of secret agreements to give information only on the more important stipulations. It is essential in this respect that information be given on the stipulations at the time they are being drawn up in view of the fact that it is usually too late to correct a contract after it has been signed.

.....
I hereby certify that the foregoing is a true and correct copy of the original document.

Friedrich SILGER
Attorney at law

Affidavit.

I, Friedrich SIEBEL, Attorney at Law, residing in Nuremberg, Harrichstrasse 15, after having been cautioned that by making a false affidavit I render myself liable to punishment hereby declare that my statement is true and was made in order to be submitted as evidence to the Military Tribunal No. VI at the Palace of Justice in Nuremberg, Germany.

I have before me Exhibit No. 1871, NI 14028, which is an excerpt from the transcript on the meeting of the Legal Committee, held on 18 September 1941, introduced and submitted to Herr von KNIERIEM by the Prosecution during the cross examination. As to the discussions on secret agreements mentioned therein it concerns the following:

In the years before the outbreak of the war most of the contracts concerning armaments plants (armament contracts) involved the legal department "Chemicals" in Frankfort, with the Vorstand Doctor Dr. BUHL at the head of it. Objections were raised by a counter-intelligence agency to the effect that Farben's current practice of handling contracts, that is the practice of submitting several copies of them to the Central Contract Office, forwarding them to several agencies to examine whether or not they conflict with any regulations and finally the filing of them for future reference does not conform with the requirements concerning the secrecy of such contracts as all of them are to be treated as secret matter. As a result of this complaint it was finally arranged to discontinue to submit such type of contracts to the Central Contract Office in Ludwigsfelde in order to have their consistency with existing regulations examined or for further treatment. These contracts were then collected in Dr. BUHL's office, however, their consistency with existing regulations was not examined there,

nor were they subject to further treatment.

After Dr. BUHL's death in November 1940 the counter-intelligence offices requested that also in the future a certain definite person with a rank similar to the one held by Mr. BUHL be made responsible for the handling of those contracts and not an impersonal agency as for instance the Central Contract Office. Consequently, the responsibility under the arrangement made in regard to armament contracts was now transferred to Dr. von KNIERIEM with the result that the armament contracts now were collected in his office the same way as they had been in Dr. BUHL's office.

As far as I know this new arrangement was put in effect in the first half of 1941. I have no knowledge of the actual handling of those contracts by Dr. v.KNIERIEM, that is by his office.

Naturally, such secret armament contracts always present difficulties in regard to their consistency with existing regulations and the Central Contract Office, now excluded in this case, had been set up to prevent any mistakes in this direction. Consequently attempts were made again and again to bring secrecy requirements in line with the requirements for an examination of their consistency to prevent irregularities. And this was exactly the subject under discussions referred to in the passage of the transcript of the meeting held by the Legal Committee on 18 September 1941.

In any case it is herewith established that pursuant to the above mentioned arrangement, armament contracts, that is contracts in connection with German rearmament, were neither submitted to the Central Contract Office nor to Dr. von KNIERIEM prior to 1941, nor were they informed of them in any other way.

Nuremberg, 31 March 1948

Friedrich SIEBOLD

Dr. von KLEINHORN
Doc. No. 33

I hereby certify the authenticity of the above signature of Herr
Friedrich SLOHER, Attorney at Law, Nuernberg, given before me, Horst
PELZMANN, attorney at Law.

Nuernberg, 31 March 1948

Horst PELZMANN
Attorney at Law

I hereby certify that the foregoing is a true and correct copy of
the original document.

Horst PELZMANN
Attorney at Law

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O

Dr. von KREIER
Doc. No. 33

Excerpts from
"HEARINGS BEFORE A SPECIAL COMMITTEE INVESTIGATING
THE NATIONAL DEFENSE PROGRAM UNITED STATES SENATE".
SEVENTY-SEVENTH CONGRESS

Page 4361

Mr. PARISH: Moreover, I wish to assert with conviction that whether the several contracts made with the I.G. did or did not fall within the borders set by the patent statutes of the Sherman Act, they did insure greatly to the advance of American industry and more than any other one thing have made possible our present war activities in aviation gasoline, toluol, and explosives and in synthetic rubber itself.

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Mr. PARISH: Butyl rubber was the outgrowth of research conducted, first cooperatively and then separately, by the German I.G. Co. and Standard in an effort to find a way to vulcanize a rubber-like product called Vistenox, which had originated with the I.G. Co. Standard discovered that by adding a minute percentage of another ingredient and changing the process there could be produced a true rubber capable of being vulcanized. The raw materials for this product which we called butyl rubber were cheap, but it was difficult to make and its quality was bad. In 1938, soon after Standard had discovered this product, it reported it to the I.G. in the normal way pursuant to the research arrangement between the parties in the field of synthetic rubber produced from oil.

The allegation that the I.G. was at that time withholding technical information from Standard on German synthetic rubber and that Standard therefore

Dr. von ENIERING
Doc. No. 33

should not have lived up to its own commitments is a double fallacy. It ignores both our obligations under the contract and the facts themselves. I.G. was at the same time supplying Standard with much desirable information on the production of raw materials for buna rubber. For instance, as late as December 1938 technical information was furnished by the I.G. representatives on the use of chlorination in preparing butadiene, and the chlorination process was shown to a Standard representative at the I.G.'s Ludwigshafen plant in March 1939. It is undoubtedly true that as the I.G. fell more and more under the control of the German Government - or perhaps as the German Government itself drew nearer to the war - there was an apparent reluctance to respond to further requests for information on those subjects. Yet as a matter of fact the outcome proved that we had even more knowledge at the time than we realized, and that our technical staff had the ability to fill in the gaps in the information more readily than we realized. The efforts of our technical staff showed that sufficient information for the erection of plants and the production of buna rubber was on hand in this country by 1939. Using the disclosures made in the patents themselves and such further information as was available by October of that year, we had the process ready for plant design by February 1940, at which time we proceeded immediately to construct such a plant, as I have stated above.

While the butyl rubber was recognized by us from the

Dr. von KNIERIEM
Doc. No. 33

beginning to have commercial possibilities, it had no value to Germany's selfsufficiency program because the main raw material for the manufacture is isobutylene, which comes from oil refining and which is not available in Germany in the large quantities necessary. The same thing is true of Italy.

Page 4472

Mr. HOWARD: There seems to have been an impression created, perhaps by accident, that the manufacture of butyl rubber has been a secret of some kind. Butyl rubber was discovered by us in 1937. The patent applications were filed in the United States in 1937, and during the year 1938 those patent applications were filed in every principal country in the world, as was necessary in order that we should preserve our rights in that product. Therefore, beginning with the year 1938, in which we have been accused of disclosing some kind of secret to the Nazis, every major country in the world had in its patent office the secret butyl formula that there has been so much foolish talk about in some of the papers. I wanted to make that statement to clear up that point.¹⁾

Senator BURTON: Mr. HOWARD, may I inquire whether the butyl formula in and of itself is enough, or did you need something in addition to it?

Mr. HOWARD: In addition to the formula, the directions for compounding are also included in the patent, Senator.

I hereby certify that the foregoing is a true and correct copy of the original document.
Friedrich SILCHER
Attorney at Law

Dr. von ENIEREIN
Doc. No. 34

Affidavit -

I, Dr. August von ENIEREIN, at present in Nuremberg, after having been cautioned that by making a false affidavit I render myself liable to punishment hereby declare that my statement is true and was made in order to be submitted as evidence to the Military Tribunal No. VI at the Palace of Justice in Nuremberg, Germany.

I. Introductory Remarks.

1. In the following an attempt is made to show actual development leading up to the division of labor within the I.G. Vorstand and the distribution of responsibilities among the individual members.
2. The corporation law, the I.G. statutes (Art. 12, Para 3) and the statutes of the Vorstand permitted a far-reaching division of labor and distribution of responsibility on the individual Vorstand members and this was in effect also carried out; I shall revert to this subject in detail under No. 4 and following. Certain matters were reserved by law to the Vorstand, for instance Vorstand decisions concerning capital stock increases and the preparation annual balance sheet.
of the financial-report.
3. No essential changes took place within the I.G. Vorstand pursuant to the new corporation law of 1937. Of course, the I.G. statutes had to be adjusted to the new corporation law and this fact would have brought about some changes in the statutes of the Vorstand in any case, as they dated from 1928. The dissolution of the Working Committee in 1938 and the appointment of all the alternate Vorstand members to regular Vorstand members, however,

had no direct causal connection with the new corporation law. Moreover, the number of the Vorstand members was not now reduced all at once so as to leave a Vorstand consisting of an efficient and manageable body of about 20 - 30 members. Rather, the reduction of the Vorstand from approximately 80 members to less than 30 members in the course of the years since the fusion in 1926 was brought about by the death of some of its members, by the pensioning of others and as the result of a personnel policy in that direction and thus it became a manageable body. This brought about the dissolution of the Working Committee at this time and the assumption of the full Vorstand functions by the Vorstand body. The actual developments had brought about a situation where the Working Committee had become superfluous.

III. Statutes, Division of Labor, Decentralization.

4. Care must be taken to distinguish between two Vorstand statutes, one relieving the other one, the first one having appeared about the second half of 1928 and the second one in December 1938. In the main the text of the latter statutes had been drawn up by me and as far as I remember, already in 1937.

5. Actually, a very far-reaching division of labor had been carried out within the Vorstand. This resulted from the immense extent of the business (capital stock in the last years of the war RM 1.4 billions, annual turnover in excess of 3 billions), from the strength and independence of the various members making up the Vorstand and it was also in line with the policy persistently followed by the I.G., namely, to develop a healthy, independent life within the various Sparten, departments, works, etc.,

and to provide unlimited opportunities for the leading Ferstmann personalities
to develop themselves and make full use of their capacities
and to build up their work morale, thus carrying out the principle
of decentralization. This extensive independence and decentralization
had its source also in the historical development. The fusion of
1925 had only been agreed to reluctantly by the leading personalities
of the various firms. Due to the fact that the various firms did
not want to lose their independence and their world-renowned names,
utmost attempts had been made to bring about a settlement under
the terms of the community of interest contract agreed upon. Efforts
to bring about a satisfactory settlement always failed in the
long run on account of the fact that in point of law such a community
of interest was a "corporation under civil law" and that in consequence
thereof each one of the partners, that is each firm, had the inalien-
^{important reasons,}able right to declare, for just cause, his withdrawal from the corpor-
ation (i.e. from the community of interests). As this eventuality
had to be taken into account by the constituent firms, a really
thorough-going and reasonable division of labor and organization of the
production, the sales, of research work, etc., was never achieved
within the community of interests. When, in the face of this situation,
the heads of the various firms finally agreed to a merger they
naturally desired to keep their independence at least as far as
it was practicable in the new giant enterprises and things could
only be settled on this basis. These were the underlying factors
for the extensive division of labor, independence and decentralization.

The principles of decentralization were laid down in Art. 1, Para 2 of the statutes of 1928 which reads: "Where certain tasks have been assigned to Vorstand members they shall be attended to ^{full and exclusive} by them independently and under their own responsibility!! This modification resulted from Art. 1, Para. 3 which said: "In general and important matters, especially in matters mentioned in Article 3, the Vorstand members are not authorized to render independent decision..." Article 3 then contained the usual statement of particularly important and fundamental matters, in this case 15, which were all similar in one respect, namely, in that they exceeded the limits of current transactions.

The new statutes of 1938 did no longer contain an explicit statement concerning the full and exclusive responsibility of the individual Vorstand members in his particular scope of activity; the reason for this may be found in the fact that this principle in the meantime was accepted within Farben's Vorstand as a matter of course, and because of the fact that any other practice was impossible owing to the size of the enterprise. A "matter of course" needs not be expressed explicitly. That for all intent and purposes this policy of decentralization and individual responsibility continued to exist and even became more pronounced may be seen from the following provision: Para. 2: "As a rule the chairman shall call a meeting of the Vorstand body approximately once a month. In this meeting each Vorstand member shall submit from his scope of activity the matters mentioned in the following as requiring approval. Apart from this it is the duty of each Vorstand member to submit to the body such matters the knowledge of which may be assumed to be a matter of importance to the other Vorstand members."

especially such matters as would render it easier for them to survey business transactions as a whole."

Article 3, Para 1: "The individual Vorstand members must, as a rule, submit especially important matters, exceeding the limits of current transactions, to the Vorstand body for decision. . ."
The following list, by no means exhaustive, contains some examples of a number of matters which generally, but not always, might be considered to exceed the scope of current transactions..."

The list now following of matters regularly to be submitted to the Vorstand body is less extensive than the corresponding list of the old statutes, contains only 8 items and thus gives the individual members an even greater independence in their scope of activity than the old statutes.

Art. 3, Para. 3: "In transactions requiring the approval of the Vorstand body an individual Vorstand member is authorized to act independently in case the failure to do so would entail severe disadvantages. It is the duty of the Vorstand member in question to decide for himself whether or not a particular case meets this requirement. A transaction of the type mentioned above must be reported to the Vorstand at the next meeting.

The gist of the matter in these formulations is the principle that each Vorstand member is to be independent and individually responsible within the scope of current transactions and that involving the Vorstand body with any such transactions was principally done for the reason of permitting all of the Vorstand members to gain an insight into business operations as a whole.

In formulating the statutes special care was taken to do justice to the multiform and incalculable manifestations of life and not to lay down rigid, unflexible rules, but rules with a certain measure of elasticity. The above quoted formulation of art. 3 is based on this conception. The result of this necessary elasticity of the rules, on the other hand, was that the responsibility and the decision on what was to be submitted to the Vorstand body was resting essentially with the Vorstand member handling a particular transaction. The interpretation of what was to be considered current transactions and what went beyond those limits was left largely to his own discretion.

These fundamental principles of independence and individual responsibility was emphasized by the fact that the Law for the Regulation of National Labor (AOG) of 29/1/1934 (RGBl. I P.45) only recognised individuals as "plant leaders". In this respect the practice adopted by the I.G. was now even in line with legal requirements.

The extent of the individual Vorstand member's independence in their scope of activity may be seen, among other things, in the fact that the ~~managers~~ plant leaders ^{regularly} of the various plants ~~as a rule~~ were not appointed by the Vorstand, but by the head of the works combine (Betriebsgemeinschaft) or by the competent Vorstand member in concurrence with the head of the Sparte.

III. The Vorstand Body.

6. In dwelling upon the reports and the discussions in the Vorstand body the following points appear to me to be essential in this connection:

a) The reports to the Vorstand by the member handling a particular case were, of course, not made for the purpose of informing the other Vorstand members on every detail of a transaction. This was already out of question because of the fact that plenary meetings of the Vorstand were rather infrequent and of a brief duration, as a matter of fact only about every two month and they lasted half a day or a full day at the most. In this respect it is well to remember the multitude of transactions taking place in this giant enterprise. Rather, by reporting the essential points it was intended to give the other members a compact, yet sufficient picture. In this connection the provision of the statutes quoted under No. 5 was put in effect and became a matter of importance: "... to render it easier to survey business operations as a whole". The Vorstand member reporting on a transaction was expected to submit all the essential points of a matter and the other members could rest assured that the report embraced all the points considered to be essential unless there was actual proof to the contrary. They did not have to make reservations to the effect that essential points had been omitted in the reports to, and in the discussion held by, the Vorstand and the handling of the details as well as the carrying out of the transaction was again left to the competent colleague or colleagues, as belonging to his independent scope of activity. In particular, the other Vorstand members knowing how things were handled, were convinced that they also could rely on their colleague's report in regard to his judgment on the correctness of a business transaction.

and they did not have to reckon with the possibility that a matter, apparently unobjectionable after the report, could give grounds for objection on points not submitted to the Vorstand body.

b) The diversity of Farben's business and the corresponding dissimilarity of the domain of the individual Vorstand members had the effect that the individual member's knowledge was specialized on their particular field of activity. Apart from this the Vorstand member reporting a particular transaction naturally was the member that had handled the matter in question much longer and much more thoroughly than any other member. Consequently it was assumed that the Vorstand member reporting the matter possessed more special knowledge and familiarity with the subject in question than the other members. They, therefore, did not think, as a rule, they could judge matters better than their competent colleagues. It follows that, quite naturally, special weight was attached to the opinion and judgment of the reporting members in the matter in question with the result that, as a rule, the proposals of the reporting colleague, plausibly presented and well-founded, usually were accepted.

Reports frequently involved matters which, for their judgment, required such a measure of special knowledge that the Vorstand body simply had to, and could, rely on the expert knowledge of some of their colleagues. Even though such matters were reported in detail to the Vorstand body the other members had no other reasonable choice in such a case but

to accept the well-considered opinion of their colleagues who were familiar with the subject. This was the usual practice in innumerable cases in the course of the years.

c) A formal vote, as a rule, was not taken at those Vorstand meetings. Whether or not the participants agreed to a project could be easily seen from the turn the report took and from their reactions and also from any discussions in the Vorstand, particularly if no objections were raised against the proposals of the reporting member and this fact was explicitly noted by the chairman of the meeting. In this manner the agreement of the other members was established. I remember that a formal vote was never taken during all the years I was present at those Vorstand meetings with one possible exception, the dissolution of the contract with the I.G.-Chemie Basell concerning the guaranty as to dividends and I am not quite certain either in this case whether - if there was no formal vote taken - each member was not simply asked to state his opinion. This informal handling of things, in my opinion, particularly clearly brings out the position described under a) and b), namely that on account of all the circumstances it was generally agreed that it was simply impossible for the rest of the members to arrive at a perfect evaluation of the matter reported on in the Vorstand on the basis

of the information contained in this report, and that, therefore, they had to, and could, rely in the main on the information and discernment of the colleague reporting on the matter.

a) The weight of the Vorstand decisions and votes, if any, decreased in the course of the years in regard to many important matters owing to the fact that the control and regulation of industry by the State became increasingly stricter and more pronounced with the result that the entrepreneur had less and less to say and to decide. It follows that in many cases it was no longer necessary for us to render decisions, but simply to take official notice of decisions already rendered in higher quarters and to carry them out.

IV. The participation of the other Vorstand members.

7. In the late twenties a Vorstand member, through special circumstances, gained knowledge of certain events and reported them for further investigation to the chairman of the Vorstand. The chairman then ordered an investigation and reported the results to the then Vorwaltungsrat who was at that time competent for the personal files of the Vorstand members. The matter in question involved private real estate transactions which - by themselves - were quite in order; they, however, were made in connection with transactions executed on behalf of the I.G., and this connection was considered to be unfair and to give grounds for objections,

Dr. von ENNERICH
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for this transaction could have possibly worked out to the benefit of the Vorstand member in question and to the disadvantage of the I.G. In consequence thereof the Vorstand member involved was induced to resign from the Vorstand.

The above case may serve as an example to show to what extent an individual Vorstand member was subject to the control of his colleague and how this control was effectively but reasonably limited. The other Vorstand members did not simply set their minds at ease, thinking that certain parts of the business was being handled by the colleague concerned and that it was ~~none~~ ^{no one} ~~their~~ ^{troupe} ~~business~~ to find out what he was doing in his particular domain or whether or not he had omitted to submit ~~some~~ ^{without submitting if} ~~any~~ ^{whether or not he had omitted} ~~particular~~ to the Vorstand body. In cases where some reasonably reliable information reached the ears of some Vorstand member or where he had reasonable grounds for suspicion that a colleague was not tending to the affairs of his special domain as he should, he would investigate the matter in a way he saw fit by reporting it, as for instance in the above mentioned case, to the chairman, thus being ~~it~~ ^{it} certain that the matter would be properly looked into.

(Reference is made in this connection to the Prosecution Exh. Eng page 116,
334 MI 5187, Volume 12, German page 107V particularly to the memorandum introduced at the same time concerning the division of labor and the responsibility of the I.G. Vorstand members, Eng page 155 ff.
German page 134/135V This memorandum has been drawn up jointly by ~~the~~ Vorstand members in Cransberg

and also describes the specific functions of the chairman
of the Vorstand.)

By general practice and consent things were handled accordingly
would have
if a Vorstand member had good reasons to believe that a colleague
frequently would submit a false report of his matters to the Vor-
stand body or would omit some essential points. On the other hand,
by general practice and consent it was not required or even admissible
for the individual Vorstand member to keep a constant check on the
business activities of their colleagues. This would have been contrary
to the meaning of the division of labor and, considering the size
of the IG, would have exceeded by far the capabilities of anyone
human being.

The essential factor in this obligation not to leave - within the
bounds indicated above - the business scope of the other Vorstand
members altogether out of sight was that this attention to the other
member's activity should, in general, be directed to satisfying one-
self, whether or not a particular colleague was managing his affairs
according to recognized practices and whether he was equal to his
tasks or fundamentally failing in this respect according to the well established
formula: "men not measures".

This obligation to pay a certain amount of attention to the business
activities of their colleagues was perhaps a little more pronounced
in regard to matters reserved by law to the Vorstand body (compare
No. 2, last sentence) considering the fact that such legal requirement
was a documentation of their special and fundamental importance
to the enterprise as a whole and in consequence thereof

each Vorstand member knew that these matters would affect each individual branch.

By general practice and consent the following factors were essential and also actually present in this connection: the amount of attention to be paid to the business activities of their colleagues was, in the main, predicated on the fact that in selecting leading personalities, particularly Vorstand members, it was the practice in the I.G. to demand the highest standards in regard to character and professional qualifications with the result that, until such time he had actual proof to the contrary, each Vorstand member was assured that colleagues were absolutely equal to their tasks and that they would tend to them correctly and to the best of their abilities.

An other factor was that the extent of the business scope was so large and the burden of responsibility resting upon each I.G. Vorstand member was so heavy that the drain on their time and energy almost exceeded the limits. By general practice and consent it was, of course, the primary duty of each Vorstand member to tend, above all, to his own field of activity.

7. Commissions.

Only the Working Committee, dissolved in 1938, and the Central Committee (ZA) actually were committees of the Vorstand. One would be justified in saying that, during the period the Working Committee was in existence, the actual management of the entire enterprise was in the hands of it and that the Vorstand member not active in this committee

could well be regarded as having hardly any part in the management
of the enterprise as a whole. All other committees and ~~boards~~^{sub-committees} were
not Vorstand committees in the strict meaning of the word as those
committees included to a large extent non-Vorstand members. This
applies particularly to the Technical Committee (TEA) and the Commercial
Committee (KA). These and other committees and boards were im-
portant instruments of the Vorstand members represented on, or having
a leading function in, those committees, particularly the "TEA" and
the "KA". They, however, already came within the domain of the Vor-
stand member concerned. The special importance of "TEA" and "KA"
is obvious when it is remembered that the meetings of these two
committees were regularly on the agenda of the Verwaltungsrat whose
meetings were held about every two months or in even greater intervals
toward the end of the war.

The procedure in these Verwaltungsrat meetings was as follows:

First day	KA (Commercial Committee)	all day
Second Day	TEA (Technical Committee)	in the forenoon
	ZA (Central Committee)	late in the afternoon
Third day	Vorstand	half a day or a full day

All other committees and boards were extremely specialized.

Apart from this there was such an abundance of subjects to be treated
in the meetings of the TEA and KA that also in these meetings the
reports in question did not go into details in their reports but
only touched upon the essentials, as was correctly stated by STRUSS
in his affidavit on the TEA meetings, Exh. No. 391, volume 15, German
page 138. This restriction was necessary in view of the great work
load at these meetings.

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Doc. No. 34

and was made possible, because the matters to be reported were regularly discussed and examined in sub-committees and boards in addition to having been subjects to an examination by the experts directly concerned.

VI. Conclusions...

9. To avoid misunderstandings and wrong conclusions I should like to state that in the foregoing reference was made only to the commercial responsibilities of the Vorstand members under the corporation law. I did not want to discuss responsibility under the criminal law where the personal guilt must always be established.

Nuremberg, 31 March 1948

Dr. August von KNIEIRIEM

I hereby certify the authenticity of the above signature of Dr. August KNIEIRIEM, at present in Nuremberg, which was attached in my presence.

Nuremberg, 31 March 1948

Friedrich SILCHER
Attorney at Law

A f f i d a v i t .

I, Dr. Constantin Jacob, born at Gehaus (Thuringia) on 6 June 1877, residing at Frankfort on the Main, Georg Speyerstrasse 10, have first been cautioned that by making a false affidavit I render myself liable to punishment. I declare in lieu of oath that my statements are true and were made in order to be introduced in evidence at the Military Tribunal No. VI at Nuremberg, Germany.

I was, from 1922 to 1926, deputy Vorstand member of the Chemiche Fabrik Grünsheim-Elektron. On its merging into the I.G. Farbenindustrie Aktiengesellschaft I became deputy Vorstand member of the latter firm, and in 1938, on the occasion of the reorganization of the Vorstand, I became automatically an ordinary Vorstand member. On 31 December 1943 I left on my own wish and was pensioned off.

Through my membership of the Vorstand of the two firms of many years standing, I am in a position to state, that the position of a Farben Vorstand member was actually totally different from that of a Vorstand member of other - smaller - firms. Farben comprised within itself a great number of fields of production which were alien - and remained alien - to the people working in other fields. In addition, the own field was in most cases so wide and made such great demands on the individual member that already the time element and also the great distances often obtaining between the various places of production rendered it impossible

for each Vorstand member to get familiar with the sphere of activity of others. Nor was it ever the intention to make the merger the occasion for so complete an organisational reconstruction. Apart from a few changes, rather rare in the domain of manufacturing techniques, the policy was maintained that the individual Vorstand members were responsible for their current plant or groups of plants. This limitation of responsibility of the individual Vorstand members extended, mutatis mutandis, to the commercial, commercial-financial and legal spheres.

In view of this division of labor the Vorstand, as a collegiate body to which all technical and commercial Vorstand members belonged, mainly dealt with such matters as affected the general commercial policy of such Farben and as considerably exceeded the current business of the individual departments. Such matters, too, were not discussed in any detail in the Vorstand on account of the time factor involved and because they had been thoroughly discussed before in other Farben bodies. - As instances I cite here: The taking up of new

- page of the original -

branches of production by Farben was discussed in the Vorstand, as the latter had to decide whether the project fitted into the Farben framework and was financially justifiable. Moreover, money appropriations for new buildings, enlargements or re-buildings of the plants belonged to the jurisdiction of the entire Vorstand.

However, these appropriations were not effectuated either in such a way that all details were discussed in the Vorstand.

The monetary demands were, rather, discussed in advance in the Tea meeting in a general way after they had been dealt with before in different sub-committees. At the following Vorstand meeting, the chairman of the I.G., Herr Dr. ter Meer, summed up in a report the most important conclusions reached at the Tea meeting. The amounts required were either stated in one lump sum or in sums broken down for each of the three Sparten of I.G. Only in exceptional cases was the money required for a single project applied for, discussed and approved separately, namely in case a very great sum for a single project was involved, or in the case of projects which were of special interest for the development of Tarben. But even in such cases only a global sum was mentioned and no more precise explanation given. The people attending the Vorstand meeting could not, thus, get a picture of the details. The erection of huts for the workers in the various works, f.i., was never - at any rate not in my time - discussed in the Vorstand, as the costs for them were contained in the global sums which had been asked for by the various plants. Neither has, to my recollection, the erection of the Monowitz camp, near the Auschwitz plant, ever been discussed in the Vorstand. I have heard the name of Monowitz for the first time, and only now, through newspaper reports about the trials at Nuremberg.

The question of the employment of foreign workers in the I.G. was never discussed in the Vorstand - at any rate not until the end of 1943. There was no cause for it

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If a plant needed labor, it had, like any other firm in Germany, to turn to the competent labor office and to ask for the allocation of labor. The work had no influence on the selection of workers, especially not whether it was allocated German or foreign workers. If a plant leader had opposed the allocation of foreign workers in principle, it would at that time undoubtedly have been interpreted as sabotage and would have resulted in the direct consequences for the responsible leader and the whole firm. - The employment of concentration camp inmates in the I.G. was, to my recollection, never discussed in the Vorstand either.

- Page 3 of the original -

Neither have clinical experiments for the testing of new drugs been discussed in the Vorstand, for the very simple reason that this was a special problem not going beyond the confines of the department concerned.

Frankfurt on the Main, 24 January 1948.

(signed) Constantin Jacobi.

The above signature of Dr. Constantin Jacobi, Frankfurt on the Main, Georg-Speyer-Straße 10, was attached before me, Dr. Walter Bachem, which I hereto certify and confirm as a witness.

Frankfurt on the Main, 24 January 1948.

(signed) Dr. Walter Bachem.
(Assistant Defense Counsel)

Certified to be a true and correct copy of the above document.

Friedrich Silcher
Attorney-at-Law.

Affidavit

Number of the Vorstand members of the I.G. Farbenindustrie - A.G. in the years 1923 - 1943.

(1) I, Hermann Boesseler, residing at Frankfurt on the Main, Gutleutstrasse 41, have been cautioned that by making a false affidavit I render myself liable to punishment. I declare in lieu of oath that my statements are true and were made in order to be introduced in evidence at the Military Tribunal No. VI at Nuremberg, Germany:

(2) Every year, from 1923 to 1943, Farben published an annual business report. In those business reports, the Vorstand members were also currently listed by name.

The following figures contain the total number of the Vorstand members in the years named as listed in the business reports.

Year	Number of the Vorstand members	Year	Number of the Vorstand members
1925	63	1935	33
1926	79	1936	33
1927	75	1937	28
1928	75	1938	27
1929	50	1939	27
1930	53	1940	24
1931	43	1941	23
1932	35	1942	23
1933	33	1943	23
1934	36		

Frankfurt on the Main, 25 February 1946.

(signed) Hermann Boesseler.

The above signature of Herr Hermann Boesseler, whose identity was established by me, Hans Gierlich, Attorney-at-Law, is hereby certified and confirmed as a witness by me.

Frankfurt on the Main, 25 February 1946.

(signed) Hans Gierlich
Defense Counsel,
at the Military Tribunal Nuremberg.
- 311 Case VI.

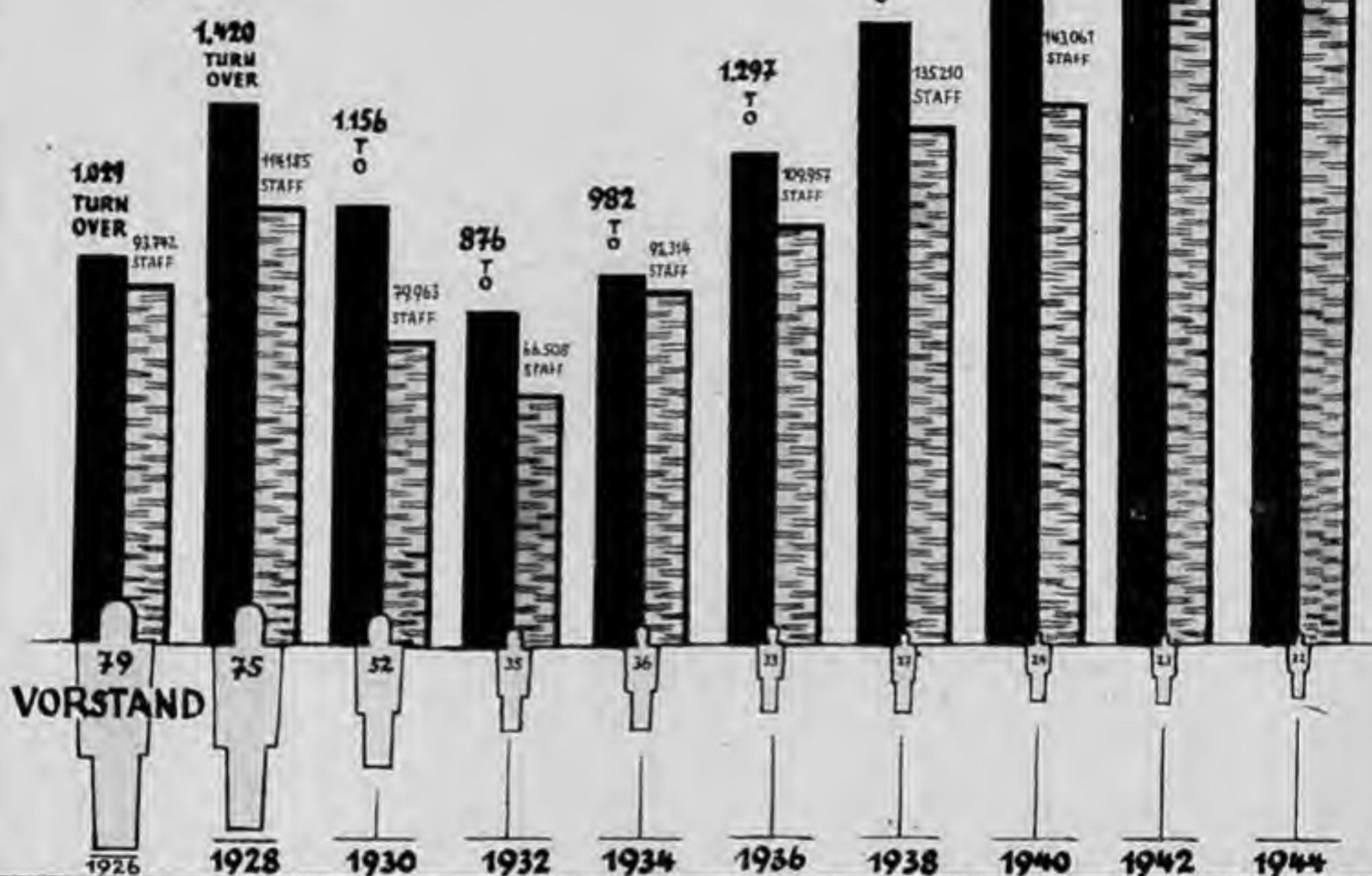
Dr. von Knaierien
Doc. No. 36

Certified true and correct copy of the above document.

(signed) H. F. Falckmann
Attorney-at-Law.

IG
TURN OVER
UMSÄTZE
STAFF
BELEGSCHAFT
VORSTAND

TURN OVER
IN MILLIONS R.M.

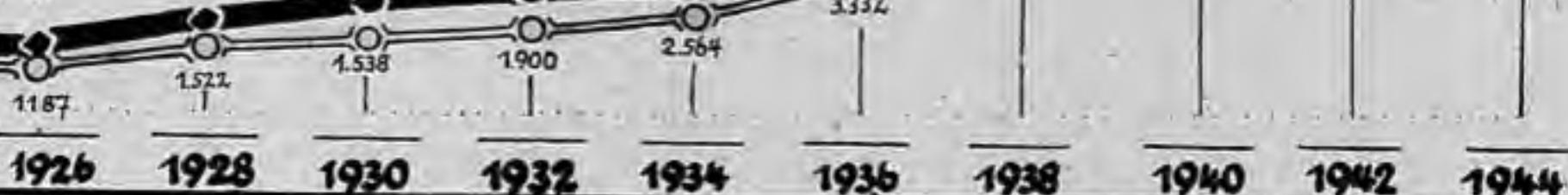


**PER MEMBER
OF VORSTAND**

TURN OVER
IN MILLIONS R.M.

**TURN
OVER :**

STAFF :



Document Knieriem.

CERTIFICATE OF TRANSLATION.

We hereby certify that we are duly appointed translators for the German and English languages and that the above is a true and correct translation of the document book Knieriem No. 5.

Nuernberg, 21 April 1948.

Pages 281 - 306 G. Lenner
ETO 20 123

* 307 - 312 A. Ehrmann
ETO 20 116

*Case 6
Defense*

TRANSLATION OF SUPPLEMENT TO DOCUMENT BOOK 5 KNIEHORN
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

TRIBUNAL VI
CASE VI

S U P P L E M E N T

to

DOCUMENT BOOK V

for

Dr. August von KNIEHORN

Doc. 36 P. 314

submitted by:

Defense Counsel

Horst Felckmann

Attorney at Law

view



SUPPLEMENT TO DOCUMENT BOOK 5 KNIERIEM

Doc. No. 38

Affidavit.

I, the undersigned attorney Clemens Brendel, residing at Heidelberg, Moltkestr. 33a, have been duly warned that I will render myself liable to punishment by submitting a false affidavit. I declare in lieu of oath that my deposition is in conformity with the truth, and was made to be submitted as evidence to the Military Tribunal No. 6 at the Palace of Justice in Nuernberg, Germany.

In the Legal Department of the I.G. Farbenindustrie A.G., Ludwigshafen/Rhein, it was customary that certain extensive and involved special domains were treated entirely independently by the experts, as regards the legal aspect. Whenever in such cases now and again letters show a second signature by another expert of this Legal Department, or even by its head, Dr. von Knieriem, this second signature must be regarded merely as a formality required by commercial law and must not be construed to indicate any personal responsibility of this second signatory. Such was the case also for instance in the field of nickel, in which - as regards legal matters - I alone was the independent, solely responsible expert of the Legal Department.

Heidelberg, 12 April 1948

Clemens Brendel

Value: 2500.- RM
Sec. 3G Costs Regulation : 3.50 RM
Vog. A.O.E. 27

Certification of Signature.

I, Notary Dr. Willy Mueller of the Notary Office Weinheim at Weinheim, certify and attest the above signature of Herr Clemens Wilhelm August Brendel, attorney at Heidelberg, Moltkestr. 33a, as executed by his own hand before me.

Weinheim, 12 April 1948, Notary's Office.

Dr. Mueller,
Senior Police Court Justice,

as Notary.

Two Revenue Stamps and
Seal: Notary's Office Weinheim/Bergstrasse

Certified true copy.

Friedrich Silcher

Attorney at Law.

Case 6
Defense

Tribunal VI

Case VI

Supplementary Doc Book

Supplementary Volume

to Document Books No. 39, 40, 41

for Dr. August von Knieriem

Presented by

Friedrich Silcher

Attorney-at-Law

Temp



Dr. WALTER SCHMIDT

Attorney-at-Law and Notary Public

Berlin-Charlottenburg
3 May 1948
Lindenallee 7
Tel.: 979481

I have been asked by the Defense in Case VI, Military Tribunals, Nuremberg (United States of America versus Carl Krauch and others (I.G.Farbenindustrie A.G.)) to give an expert legal opinion on the question:

What, in German corporation law, is the significance of a distribution between the various members of the Vorstand, of the functions of the Vorstand, with respect to the responsibility of individual Vorstand members for their conduct of business.

I have been asked to give an expert legal opinion on this subject because I have been working on the practical and theoretical problems connected with commercial law, and especially with company law (gesellschaftlich und aktienrechtlich), ever since I became an attorney in 1919, and was made a partner of the well known experts on international commercial law, Geh.Justizrat Maximilian Kempner and Justizrat Albert Pinner in Berlin. I should like to mention the following publications:

- 1) Contributor to the 5th edition of Hachenburg's text book on the law concerning GmbH (Walter de Gruyter & Co 1926/27),
- 2) Publication of a text book on the decree on company law dated 19 September 1931, with Justizrat Dr. Albert Pinner and Dr. Heinz Pinner (Walter de Gruyter & Co, 1932),
- 3) Contributor to the Stub text book on commercial law Vol.2 company law 14 Edition (Walter de Gruyter & Co 1933),
- 4) Change of statutes of Joint Stock Companies in accordance with the now / corporation act (Walter de Gruyter & Co 1939),
- 5) Contributor to the text book by the members of the Reichsgericht on the company law dated 31 January 1937 (Walter de Gruyter & Co 1939).

In this ^{text} book I wrote among other things the sections in Part 4 ("constitution of the joint stock company" entitled "Vorstand, Aufsichtsrat and General Meeting".

At present, I am an attorney and notary public to the Berlin courts.

Export Legal Opinion

The opinion given on the question formulated above will be limited to the responsibility of the Vorstand members under civil law. The answer to the question under review is to be found in the/ Dated 30 January 1937 (Reich Law Gazette I P. 107).
corporation act

It is laid down in Article 70 of the Corporation Act that the Vorstand shall manage the affairs of the company at its own responsibility. The law is therefore based on the principle that the Vorstand as a whole shall be held responsible for the conduct of the business of the company. A Vorstand consisting of several members is therefore, on principle, to be held jointly responsible.

This so-called collective management has been described as monstrous (Brodman RCB Art. 231 Footnote 2), because as he says it is impossible for the whole Vorstand to carry out the many individual actions which make up the management of a firm. That is quite correct, but it is no reason why the principle of collective management should not be acknowledged. The task of the legal theorist as well as of the judge in court merely consists in reducing that principle, in its application to practical life, to its true proportions, and in particular, in limiting the responsibility of individual Vorstand members to the extent to which they can legitimately be made answerable. Legal theorists as well as judges in court have paid due attention to that consideration.

The standard by which the responsibility of the Vorstand members is judged is "the diligence of a good and conscientious business manager" (Article 24, Paragraph 1, company law). The larger the enterprise, the more varied its activities, the greater is the need to divide the duties of its Vorstand members according to location and type of work. Were a Vorstand member to take upon himself the task of assisting in all the business and administration of a firm, which would exceed the limits of the ability and efficiency of any individual, the very fact of his taking on such responsibility would constitute an offence against that "diligence of a good and conscientious business manager". The facts demand that the management of affairs be distributed among the Vorstand members and that the responsibility of individuals be limited.

The law imposes upon the Vorstand certain duties which cannot be delegated to individual members. Among them is the drawing up of the annual balance sheet (Art. 125), the compilation of the business report (Art. 128), accounting (Art. 82) and the compilation of reports to the Aufsichtsrat (Art. 81). Even in this connection however a distinction should be drawn with regard to the degree of responsibility and liability of individual Vorstand members.

Thus a higher degree of responsibility for the details of financial policy will devolve upon those Vorstand members who have been put in charge of the accounting department of a firm than upon the other members who have been put in charge of problems connected with commerce or production, leave alone those who are engaged in scientific research.

Apart from the cases in which as mentioned above the law imposes certain duties upon the Vorstand as a whole, the management of affairs may legitimately be distributed among the Vorstand members in accordance with legal practice, so that, in effect, every Vorstand member is solely responsible for the sphere of business entrusted to him, individual members being precluded from interfering with the spheres of business of other members. But that does not mean that Vorstand members cannot in any way be held responsible for spheres of business other than their own. They are responsible for mutual supervision and, in cases where the Vorstand itself distributes the management of affairs, for the choice of the right man. But where the order of business, including the distribution, among the Vorstand members, of the management of affairs, is drawn up by the Aufsichtsrat, and where the latter appoints individual Vorstand members for the various offices, the Aufsichtsrat, and not the Vorstand members, will be held responsible for the choice of the right man.

Thus, the division of responsibility for the management of business affairs, means that the duties of individual Vorstand members with respect to spheres of business other than their own assume a purely supervisory character (RGZ Vol. 98 P. 100). A division of labor does not relieve the individual Vorstand member of this general duty, i.e. to supervise the other Vorstand members (Klopstock, text book on company law, art. 24, footnote 21). Such obligatory supervision cannot however be held to include detailed supervision of the activities of the other Vorstand members or interference with business management. That would in fact amount to rescinding the perfectly legitimate authorization given to individuals to ~~act~~ on behalf of the firm (Einzelgeschäfts-führungsbefugnis), which it was the purpose of the division of responsibility for the management of business affairs to bring about. It is however the duty of the individual Vorstand member to observe unceasingly the general state of the business, in order to ensure that the others are doing their duty as well, and to take suitable measures in cases of dereliction of duty (Klopstock op. cit.). The individual Vorstand member is entitled to confine his activities to his own sphere of business, and to keep strictly to the division of responsibility for the management of business affairs, so long as he considers his fellow business managers to be deserving of his confidence (RGZ Vol. 91 P. 77).

To what an extent and to what a degree he should interest himself in the general business management of the firm depends largely on the size and type of the enterprise. The smaller the enterprise, the greater will be the amount of overlapping between the various spheres of business of individual Vorstand members. The more reason why the individual Vorstand member should be expected, accordingly, to

notice dereliction of duty or mistakes on the part of other members of the Vorstand. The larger on the other hand an enterprise becomes, the more the spheres of business of the Vorstand members are separated according to location and type of work, the less will individual members of the Vorstand be able to keep an eye on the activities of the other Vorstand members, the less therefore can they be expected to discover dereliction of duty or mistakes on the part of other Vorstand members.

It can however be demanded of the business management of large enterprises with a complicated system of division of labor that they make arrangements to enable individual Vorstand members to form a picture of the activities of the enterprise as a whole and of the work of other Vorstand members in their respective spheres of business. This involves regular meetings, the formation of special committees, and the provision of common deliberation on the part of the Vorstand as a whole where matters of special importance are concerned. But where arrangements have been made in this way to inform all members of the Vorstand in general terms of the business affairs of the firm, the individual Vorstand member is entitled to assume that the other Vorstand members manage their part of the business affairs properly, unless he has reason, on account of Vorstand meetings or information obtained elsewhere, to think otherwise. A Vorstand member is obliged to take steps against any other Vorstand member only for such reason; in the absence of such reason he is not obliged to conduct investigations into the activities of business managers.

by-Laws
The orders of business which the Aufsichtsrat of the I.G. Farbenindustrie ...G. drew up for the members of the Vorstand should be examined from that point of view. I have here the orders of business of the years 1926 and 1930. The latter was drawn up in connection with the Supervision Act 30 January 1937. Apart from that I have read the indications in which the spheres of business of the various Vorstand members now appearing as defendants and their functions in the Vorstand and in the committees composed of Vorstand members are shown.

The I.G. Farbenindustrie ...G. is the largest German enterprise which resulted from the merging of individual major enterprises each of which represented a major economic unit. It was impossible to manage a major enterprise without effecting a drastic division of labor and of the duties of the Vorstand members. That fact is taken into account by the orders of business which have been given to me.

by-Laws
A detailed analysis of the orders of business shows the following:

By-Law

1) Business order of 1926.

- a) It is laid down in Article 1 that the company shall be managed by the Vorstand.

It is further laid down in Article 1 that members of the Vorstand shall be held solely responsible for the tasks which are entrusted to them. That means that the principle in accordance with which one individual Vorstand member shall be authorized to ~~act~~ for the firm to the exclusion of other members of the Vorstand is acknowledged as far as the various spheres of business resulting from the distribution of the responsibility for the management of business affairs are concerned.

- b) This principle shall not, however, apply to "any matters of common interest or importance". They shall be submitted for decision to the Working Committee. A list is given, under 14 headings, in Article 3, of the matters concerned, the following general clause being added:

"all matters of common interest or importance exceeding the scope of current business."

- c) Apart from that, a special committee "for secret and personal matters" was to be appointed in accordance with Article 5. Members of it were, apart from the chairman of the Vorstand, 4 Vorstand members, who were to be the managers of the plant- and sales combines.

- d) In the monthly meetings of the Working Committee decisions were to be made on matters beyond the jurisdiction of individual Vorstand members and reports were to be submitted on everything which had occurred since the date of the previous meeting (Article 7). The minutes of the meeting were sent to all members of the Vorstand, even to those who were not members of the Working Committee (Article 8).

- e) Provision is made in Article 9 for special weekly discussions between the heads of the plant- and sales combined and the Vorstand members in their sphere of business. It is again laid down that minutes of the meeting be sent to the heads of the other plant- and sales combines, who are to inform the Vorstand members in their sphere of business.

The appointment of special committees composed of the heads of similar plants and departments in accordance with Article 10 was to serve the purposes of collaboration and of mutual information.

By-law
2) Order of Business for 1938

- a) In Article 1, the principle laid down in Article 1 of the previous ~~order of business~~ ^{Stellvertreter} in accordance with Article 70 of the Corporation Act, i.e. that the Vorstand should conduct the business of the company, is retained.
- b) The principle that the individual Vorstand member should be entitled, as far as his particular sphere of business is concerned, to ~~act~~ on behalf of the firm, is not stated expressis verbis, but it follows from the provisions of Article 2, in accordance with which every Vorstand member shall report to the Vorstand as a whole on certain matters described as subject to approval, and shall ask for a Vorstand decision thereon. Such matters are defined as all matters of special importance exceeding the scope of current business, for which 8 types of business affairs are given as examples (Article 3).

That means that the individual Vorstand member was authorized to conduct within his sphere of business, without consulting other Vorstand members, the affairs of ordinary business. In cases of impending danger he was authorized to do so even in the case of matters which were normally subject to ratification (Article 3, Paragraph 3).

by - Laws

There did exist between the two ~~spheres of business~~ one fundamental difference, resulting from the difference in legal regulations between the commercial code and the corporation act dated 31 January 1937. Whereas in accordance with the ~~order of business~~ ^{by - laws} for 1926 the burden of business management rests mainly with the "Working Committee", the Vorstand as a whole is, in accordance with the ~~order of business~~ ^{by - laws} for 1938, the highest authority which decides upon matters of common interest and matters of particular importance. That is in accordance with the requirements of the corporation act, which imposes upon the Vorstand as a whole the general responsibility for the conduct of business affairs. The transfer of managerial powers (Geschäftsführerbefugnisse) of a general and highly important kind to a committee comprising only a few of the members of the Vorstand, would have been against the law.

If the principles of company law on the significance of a division of responsibility for the management of business affairs as discussed above are applied to the ~~order of business~~ ^{by - laws} of the I.G. Farbenindustrie A.G., the following points emerge:

1. In their spheres of business individual Vorstand members were entitled to take whatever decisions on business affairs were involved in current business.
2. Approval of the Vorstand as a whole had to be obtained for general problems and matters of exceptional importance involved in the various spheres of business.
3. If a Vorstand member carried out business measures within his sphere of activity, the other Vorstand members were not to be held responsible. As far as their colleagues and their spheres of business were concerned they were merely obliged to perform general duties of a supervisory nature, i.e. it was not their duty to investigate and examine the activities of their colleagues, so long as the latter seemed to them to be deserving of confidence. Least of all was it their duty to interfere with spheres of business other than their own. They were perfectly within ^{of} their rights to do no more than take note, in the Vorstand meetings, of the reports on their respective spheres of work submitted by their fellow business managers, as long as an atmosphere of mutual trust prevailed. If nothing unusual was contained in these reports, there was absolutely no reason why steps should be taken, objections raised, or investigations initiated. It would not have been necessary to take any steps until a Vorstand member had been found to have exceeded his sphere of business or to have submitted unreliable reports or to have made mistakes in managing his business.

There was all the more justification for such an attitude in the case of a larger enterprise like I.G. Farbenindustrie because it was laid down in the ~~order of business~~ ^{by - laws}

that all Vorstand members be kept informed of the activities of the various Sparten in the Vorstand meetings, in the committees and commissions, and by means of minutes of these meetings, thus ensuring a measure of mutual control. Apart from this system of reporting and controlling introduced by the ~~order by-laws of business~~ itself, the individual Vorstand member was not called upon to do anything on his own initiative unless the occasion warranted such action. That must hold true when one realizes that the importance of mutual information must not be overestimated. It is obvious that it was impossible in view of the multifariousness of the problems involved to give in the reports submitted to the meetings of the Vorstand and the committees more than a bare outline of the problems and subjects involved, so that little more is recorded in the minutes of the meetings than the results of negotiations. It must however be borne in mind that the highly ~~specialized~~ ^{experts} of individual Vorstand members were to a very large extent completely unknown to the others so that they were quite incapable of forming an independent opinion thereon. The fact that a Vorstand member was informed, either in a Vorstand meeting or through minutes of meetings, of certain actions and occurrences in other departments, is not therefore proof of his co-responsibility for such actions and occurrences. Such liability and responsibility is cut off the question unless it was inevitable that the Vorstand member, owing to his professional qualifications and the knowledge required in his own sphere of work, should grow suspicious, but kept silence in spite of such suspicion.

But the members of the Vorstand of the I.G. Farbenindustrie were business men and specialists who had built up for themselves an excellent reputation in the course of many years, every one of whom could legitimately claim to be an authority in his subject, and who was deserving of confidence, especially if he had successfully conducted for a long time the business affairs of the firm. Thus, the farther removed from the sphere of activity of the business manager responsible to him, the less can a member of the Vorstand be held responsible. The question of a person's responsibility should therefore be investigated separately for each Vorstand member to determine how great is the share of responsibility which should devolve upon him from the point of view of the fulfilment of the duty laid upon a good and conscientious business manager, i.e. diligence. It would be a mistake to impose upon individual Vorstand members a degree of responsibility for the management of business affairs by other Vorstand members in their spheres of work, beyond the limits defined above.

4. Responsibility for decisions taken by the Vorstand as a whole should be assessed accordingly.

- a) If the Vorstand as a whole arrives at an administrative measure advocated by an individual Vorstand member for his sphere of work, that Vorstand member is not relieved of his share of the responsibility. If the measure turns out to have been a mistake, the Vorstand member will be held responsible, if, by making the proposal, he has offended against the "diligence of a good and conscientious business manager".

b) The share of responsibility of the other members of the Vorstand who have voted in favour of the action, will also be determined according to the extent to which they have offended against that "diligence". The general remarks made above under Section 3) on the responsibility of each individual Vorstand member for the actions and occurrences in other departments apply in this connection also, mutatis mutandis. Co-responsibility could, a priori, apply only to whatever had emerged clearly from the original action. If a Vorstand member was moreover justified because of the expert knowledge of the business manager responsible in considering his proposal as favourable, and if he did not himself possess sufficient expert knowledge to enable him to detect any flaws in the argument, he must not be blamed for failing to oppose the motion, or even for supporting it. It was perhaps that interpretation which led to the practise, in the Vorstand and committee meetings of the I.G. Farbenindustrie A.G., of refraining from taking a formal vote, i.e. of counting the number of members for and against a motion, but of merely waiting for an objection if any.

5. With regard to the decisions and measures taken by the "Working Committee" in accordance with the earlier ~~order of business~~ which was valid until 1937 it should be pointed out that it was quite legitimate, in accordance with the commercial code then valid, to appoint committees which were alone responsible for measures which exceeded the limits of normal current business. The result was that those Vorstand members who did not belong to such a working committee could not be held responsible for decisions taken by that committee. They could only be considered as in duty bound to bring about a change in decisions and if necessary to inform the Aufsichtsrat if they were bound to see in those decisions offences against the law or dereliction of duty.

In conclusion I should like to emphasize once again that in the above expert legal opinion I have dealt with the responsibility of the Vorstand members of an Aktiengesellschaft in civil law only. Responsibility in criminal law is an entirely different matter. To mention one point only, a man is responsible in civil law not only in cases where there has been intent, but in all cases of negligence, whereas in criminal law, liability invariably presupposes intent on the part of the defendant.

I have given the above expert legal opinion to the best of my knowledge and belief and in accordance with my professional convictions.

signed Dr. Walter Schmidt

This is to certify that the above is a true and accurate translation
of the original document.

Nuernberg, 21 May 1948

Friedrich Silcher
Attorney-at-Law

CERTIFICATE OF TRANSLATION

21 May 1948

I, Leonard J. L. RENCE, ETC No. 21138, hereby certify that I am
a duly appointed translator for the English and German languages
and that the above is a true and correct translation of
Document No. 39 v. Knieriem.

Leonard J. L. RENCE
ETC No. 21138

Legal Expert Opinion

in the Trial against Carl KRUEGER et.al. (IG-Farbenindustrie
Aktiengesellschaft) before the Military Tribunal at Nuernberg,

Case No. 6

The following legal opinion will deal with the legal basis of a criminal responsibility of persons in leading positions for actions occurring in the course of business of a shareholder company (Aktiengesellschaft). It will comment particularly on the following questions:

1. Which law is decisive for such an opinion?
2. What aspects can be the basis for such a criminal responsibility?
3. In what manner is the responsibility to be considered in a case, where the Vorstand of an Aktiengesellschaft consists of several persons?

Ad question No. 1:

Which law is decisive for such an opinion?

I

The jurisdiction of the M.T. is based on the following agreements and laws:

1. The Moscow Declaration of 30 October 1943
2. The London Agreement of 8 August 1945

3. Control Council Law No.10

4. Ordinance No.7 of Military Government US Zone

To the extent as these regulations clearly result in definite principles for the material evaluation they do not have to be discussed in detail. They are considered as given facts.

In this connection, however, the following is true: The applicable material criminal law is only established in a very few points in these agreements and laws. Therefore, in order to make it possible to apply them at all it is imperative to answer the questions to which legal principles are furthermore to be applied in the evaluation of the present case.

II.

In the judgment of Military Tribunal III in case 3 of 3/4 Doc 1947 (Justice Case) on page 10616/19 of the transcript the following is said with regard to ERG No.10:

"It would have been possible to treat the law as a binding rule, without consideration of the legality of its provisions, but its justification must finally depend on the accepted principles of justice and morale, and we are not satisfied in dealing with the law as a rule to be applied mechanically and blindly."

Because we are not always concerned with an "explanation ex cathena of the principles of international law." (P.10635)

Accordingly it is basically found (Transcript p.10648/49):

"Although this Tribunal consists of American Judges trained

in the system and the rules of Common Law it convenes, however, on the basis of an international authority and can only be guided by the broad principles of justice and fairness which are the basis of every civilized concept of law and legal procedure."

This point of departure shall also be the basis of the following explanations. In this connection the following must be considered:

III

As an answer to question No.1, which law is decisive for the evaluation of the present case, we are in a position to refer to an authority in the international criminal law, whose knowledge of these principles of justice, fairness and civilization will and can not be doubted by anybody. H. DONNEDIEU de VAURES, the Professor of the Paris University, who participated as a judge in the International Military Tribunal (INT) in the big Nuremberg Trial develops in his book: "Los Principios modernos en Droit Pénal International" (1928) on page 409 the following theory as a sure and safe point of departure: "S'il est un principe de droit pénal international qui soit au dessus des discussions, consacré qu'il est par une tradition vénérable et par des avantages certains, c'est celui de la primauté de la loi territoriale."

In other words: for the evaluation of acts of the defendants in all doubtful cases the "primauté de la loi territoriale", the priority of the law of the place where the act was committed, which means that for the judgment the criminal law is decisive, which at the time of the commission of the act was valid in the country, where it was committed.

The location of the acts the defendants are charged with is,
is directly or indirectly, the territory where German law is
valid and therefore the German criminal law as it was valid
at that time of the commission of the acts is decisive, if
there is a doubt with regard to the evaluation. It, therefore,
is the task of the following explanation to develop the general
principles of the evaluation of a criminal responsibility of
the defendants on the basis of the German criminal law - which
by the way is of an old tradition - as it was valid at the time
of the commission of the acts.

But we do not want to leave off here. The judgment of the MT
No.III of 3/4 Dec 1947 (Justica Case) Transcript p.10649, does
not only refer to a definite national law but to the "broad
principles of justice and fairness, which are the basis of every
civilised concept of law and legal procedure". We will further
try to show by the following that the laws serving as a basis are
not only recognized in the German law but in the entire European-
continental legal conception. To the extent as this is proved it
can no longer be doubted that the requirements as established by
the judgment of 3/4 Dec 1947 are being complied with in every
respect. If we refrain from a thorough consideration of the Anglo-
American concept, we are all the more justified to do so, because
this concept is most familiar to the Honorable Tribunal. Furthermore did the essential part of the acts charged in the indictment,
in so far as they took place at all beyond the limits of the German
territory, exclusively take place on the European continent.

Euro-

We therefore are particularly interested in the development of the /
penal continental law under which these defendants acted too.

In this connection there are two aspects which appear to merit a special consideration. The Swiss Code of Penal Law of 21 Dec 1937 (in force since 1 Jan 1942) appears to be of particular importance for the proof of the international significance of a definite principle in the penal law. And this for two reasons: Switzerland is a country with an old democratic tradition, and this penal law of 1937, after almost fifty years of legislative work, shows the particularly fruitful synthesis of the French, German and Italian law. It therefore reflects best the Communism opinion of the continental legal concept. Of importance is also the modern Catholic Canonical law. The Christian ideology forms an essential basis of occidental culture, and the legal principles of the Catholic church have a direct influence on the formation of the law.

With these considerations question No. 1 is answered.

Ad question No. 2

What aspects can be the legal basis of a criminal responsibility in the present case?

There are 4 basic aspects which are here to be taken into consideration as essential and decisive.

I.

Criminal responsibility implies the proof of the committed active

dood, or, if based on default, the proof of a concrete legal obligation to act. Without this proof of the one or the other kind there is no criminal responsibility of an individual person, nor does it exist in a case, where a responsibility is claimed from the viewpoint of international law. Because a responsibility of individual persons for events falling under international law does not absolve from principles legally valid for every criminal responsibility according to the legal concept of civilized nations.

The criminal responsibility for a definite active act does not have to be examined carefully at this place. To establish it is the task of the concrete and unbroken evidence, which has to be brought forward in the procedure.

The criminal responsibility for default, however, must be carefully considered. Because here the application in *proxis succumbs* again and again to the temptation of overlooking the essential point of such a responsibility.

The foreign law as well as the German law knows certain cases of criminal responsibility for mere default. Any such responsibility, however, implies the following three points:

- 1) First of all can there be no question of default with legal consequences if the concrete obligation to act is not proven. This means first of all the proof that the defendant had the possibility to act in such a way. *Ultra posse non obligatur.* If there is no possibility for such an act, there can be no question of the obligation to act.

(cf. for further references SCHIRASKE, Komm. StGB, 3rd edition 1947, page 22). Within this limit the duty to act can be established by law, special agreement or a preceding act by the same person. In order to charge an individual member of the Vorstand of Farben with the criminal responsibility for not preventing criminal acts committed within the frame work of the Aktiengesellschaft, it does not suffice to state quite generally that he should not have permitted Farben's connection with HITLER and National Socialism, the production of war materials, the preparation of a war of aggression, the propaganda and espionage activity, the spoliation of the foreign countries, the execution of the slave labor program, the medical experiments etc., but as a basis for such a responsibility the proof of a concrete duty, violated by the Vorstand member must be brought. It is the special characteristic of this particular crime of deficit, where the Prosecution claims such a default, that this form of foundation is imperative. FRANZ, Komm. StGB (16th edition of 1931) on page 19 says in connection with the crimes of persons engaged in enterprises of paragraph 151 Gew.Ö. with regard to the RG "it is not the position of a superior *per se*, but only additional special circumstances that justify a duty of control and supervision to the extent as it is possible according to the circumstances." Important is in this connection the RG judgment of 28 March 1924 in RG Strf. Vol. 58, page 130 ff with its additional references of former jurisdiction.

2.) secondly: Every criminal responsibility for bringing about a con-

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tain succes (similar to the above) by default further implies the proof that the default

was causal for this success. This means that the Prosecution must bring the proof that by the carrying out of the given concrete act the success could have been prevented with certainty or "with a probability bordering/certainty" (thus the standing jurisdiction, as for instance the RG-Straf. 75, 50 and others). If in spite of such an act the success had come about, the default lacks the causal influence. Therefore, a Vorstand member, for example - or even the entire Vorstand - cannot merely be held criminally responsible for the fact that it neglected to object against a concrete measure, if it is only probable that this objection would have remained without effect.

3.) Thirdly: For crimes of default as well as for active offenses the same is true with regard to the difference between intentional and merely negligent attitude. As for the Prosecution, as will be shown by the following, there is no question of any act other than intentional, in addition to the above mentioned proof it has to be proved exactly for each case that the individual when committing the default, is being charged with intentionally did not prevent the punishable success.

These principles are not a characteristic of the German penal law. Because in reality they are logical necessary conclusions resulting from the characteristics of the crime of default. They are based on the general logic which constitutes an inalienable part of modern civilization. Therefore they are also binding in respect ^{this} of the French law, for example, GARRAUD, Précis de Droit Criminel

(15th edition 1954) on page 79 says in this connection that the criminal responsibility for default (inaction) "N'ont donc, dans toute législation penale qu'un caractère exceptionnel". The mere regard to the silence sur le délit qu'on sait devoir être commis par une autre personne, n'a pas le dononcer à l'autorité et à la laisser ainsi se consummer" as such is not punishable as "complicité narrative" but can at the most by means of an especial legal provision constitute a "délit sui generis" and even a punishment set for this particular case (which is not under discussion here). Also the *Traité élémentaire du Droit criminel de Bonnacieu de Varbres* (2nd edition 1945) on page 92 cautions against a superficial treatment of the "question licite que soulève la contestation des délits de commission par omission". The sentence: "qui peut et n'a pas peché" today (aujourd'hui) can only merit consideration under the condition "qu'il existe une disposition légale". And Haftor, *Textbook of the Swiss Penal Law, General Part* (1926) on page 67 ff (69/72) says verbiis expressis: "A criminal responsibility only enters consideration if a legal duty to observe the prevailing condition by an act existed." To refer in this case - while the law is silent - to moral or general duties of a citizen is too uncertain; on the contrary, the infliction of "official, professional, or other especially indicated duties" the observance of which can be expected by everybody is necessary.

Also with regard to the question of the onusality of Default we find the same consistency in the continental legal concept. In this connection I may refer to Haftor

elsewhere, page 76; in the case of a crime of default the external causal connection between the human attitude and the success is lacking. Juridically speaking, however, there is a causality if without the inactivity - in dereliction of one's duty - the deteriorating success had not come about and if one has to assume at the same time that according to experience the inactivity was adequate to cause the deteriorating or dangerous effect."

On exactly the same lines are THOMAS and v. OVERBECK, *Womm. Swiss StGB*, Vol. I (1938) page 64: "The default can be considered in the same way as a positive not only if the neglected act could have been expected from the legal point of view to be carried out by the perpetrator. Under this condition the much debated question as to whether there can be a causality through default is to be answered in the affirmative, in which respect the idea of the adequate causality will again be decisive. Accordingly will the negative attitude of the perpetrator be considered a cause of the success, if the neglected act was adequate to prevent the success."

II

Condition for the existence of criminal responsibility is the proof of a personal criminal intent and, in the case of the crimes charged here, proof of an intentional, not merely anmissive intent. This theory includes a number of important individual problems which, in the following, are to be treated separately and individually.

1. No punishment without intent. It is always only the guilty attitude of the individual which is punishable. This principle is:

Fundamental pillar of the legal conception of all civilized states. To-day it is a matter of course, not only for continental European law. Anglo-American law also recognizes it as its starting point: "actus non facit reum nisi mens sit reum (cf. e.g. SCHEPHERD's Comm. on the Laws of England Vol. IV Criminal Law 19th ed. 1926 p. 11).

2. Is the law of other countries so does German law likewise know two forms of guilt: intention or dolus and negligence or culpa.

Obviously there must be no doubt about one thing: surely and doubtlessly no other but intentional guilt can be considered in the case of crimes like those with which this case is dealing (crimes against peace, war crimes, crimes against humanity etc.). Also a moral-theological expert opinion of Father Max DRIZZI S.J., Munich, of 26 January 1948 submitted in the present case (SCHNEIDER Exh. 251, Doc. 161 Book 7 p. 40) particularly emphasises this theory (pp. 68/69) in the particular case of the employment and treatment of foreign labor and concentration camp inmates in industrial enterprises and in the case of possible tortures, malnutrition or offenses against the laws of humanity as regards their housing, feeding etc.; there it says it would be mean and pernicious, if not outright revolting to establish a liability a posteriori from the round table for a mere negligence. The following remark has to be added to this: even if one should consider such a "mean" negligence nothing more could be established than, at the utmost, negligence in the sense of police offense. For a "crime" of the kind charged by the indictment

it could not be considered anywhere.

The new Swiss Criminal Code of 1937 expresses this view with refreshing clarity in Art 18 par 1: "Unless the law expressly (!) states otherwise only a person can be punished who intentionally has committed a crime or an offense." There is, however, no foundation anywhere for such an "express" provision with reference to the crimes named.

- C 3. It is not the solely decisive criterion whether or not to consider intention or negligence but in which way the intention (*dolus*) (which alone can be regarded) is distinguished from negligence. "A person who commits the act with knowledge and intent commits a crime or an offense intentionally," says the quoted Art 18 par 2 of the Swiss Criminal Code of 1937. The French version speaks of "conscience et volonté". This corresponds to what Dommelou de Vibres, *etc.*, 71/72 defines as the so-called *dolus specialis* for the French law as "conscience du préjudice que l'auteur peut entraîner".

○ The more detailed definition on this subject is given, by the German law, in par. 59 point 1 of the Criminal Code:

"If a person committing a punishable act did not know the existence of conditions for the act which are part of the definition of the act by the law or which call for a more severe punishment, those conditions for the act are not to be held against him."

○ The fact that this provision corresponds to general legal feelings, to the common opinion of civilized ideas of criminal law,

par.
is already, to quote an instance, evidenced by Par. 42/1 of the Norwegian Criminal Code of 22 May 1902 which says:

"If a person committing an act was in ignorance of such circumstances which would make the act criminal or call for a more severe punishment those circumstances are not to be held against him or her."

The knowledge indispensable for the intention includes - with reference to the crime to be committed - knowledge of the facts as well as of their importance. This includes the knowledge that the act is unjust or violates a law. This follows from Par.51 par.1 Criminal Code according to which imputability includes the ability "to understand the unlawfulness of the act (and to act accordingly)"; understanding of the unlawfulness of the act is indispensable therefore to constitute imputability. This is more and more recognized by modern practice of the law courts (whilst the practice of the law courts of the former Supreme Reich Court tried to deny this without justification). SOMENKE more than any others deals in detail in this direction. Criminal Code 3.ed 1947 Par.59 II 2 (pp.191/3)

4. The general principles of committing an act with intent are also valid for the conditional intent or dolus eventualis much discussed by German lawyers. Thereby is understood the case of intentionally committing an act whereby the perpetrator does not act with a certain knowledge of the circumstances surrounding the act but acts on the basis of knowledge and at the risk of mere possibility, about which he therefore is in doubt. Insofar the commission of an intentional act is conceivable; but according to the established opinion of the Supreme Reich Court (RG Stfs.vol.33 p.4) it requires "the agreement of the accused with the result as an

independant characteristic"; this characteristic requires "express establishment" because if the perpetrator rejects a result which he had recognized as possible there exists no intentional but, at the most, negligent activity. Again it has been said recently in vol. 72 pp. 36 etc. (43/44), on this subject, that the perpetrator must have "in his mind agreed to the result and, for the case the result should materialize, have willed it".

is
It is very essential to keep exactly in mind the observation of these fundamentals, because they call for important conclusions. First of all: in order to act intentionally, suppose only with dolus eventualis, the perpetrator must at least have known and anticipated the results of his acts to be possible and must have realized them as possible, in addition he must have agreed with them should they materialize. Without such knowledge and such anticipation there is no intention, nor conditional intention (dolus eventualis); the overlooking of this point is not so rare a "beginners mistake" of the lawyer who is yet is not sufficiently trained. In other words: the possibility of the knowledge of a fact never suffices to constitute intention (this can at the utmost constitute negligence); rather it is the knowledge of the possibility of the result and his agreement which always and everywhere is required.

According to this it is to be judged in which cases "to close one's eyes" justifies the assumption of intentional activity. Frequently wrong and superficial ideas are connected with this term. "Closing one's eyes" can always and only suffice to constitute intentional activity if the accused had the unlawful result in mind and according to all the

circumstances the certain conclusion can be drawn from his attitude that in his mind he agreed with the result. "Closing one's eyes" would therefore buttress the sentence only if it was proved that the accused acted in the knowledge and willfully in order to support a criminal activity by a, to his knowledge, omission against his duty (!).

A scrutiny of the laws of other countries will reveal that German law with its recognition of a clearly defined dolus eventualis does not support a particularly mild but rather particularly severe theory. DEINEL-DIEU de VARES elsewhere p. 72 according to the principle "penalis sunt rostringenda" flatly rejects inclusion of the dolus eventualis into the intent and regards it as mere negligence (imprudence). And if, in contrast to this, he refers to Art 14 of the Polish Criminal Code of 1933 he shows at the same time that there also dolus is restricted to those cases where the perpetrator agrees with the results he had recognized as possible (*& consent*). Swiss law as well, by the wording of Art 18 par 2 Criminal Code of 1937, excludes liability for intent if there is mere dolus eventualis as had been repeatedly emphasized during previous discussions of the law. And if on the other hand (contrary to the opinions of STOCKSEND v. BAEZ) HAFTER, elsewhere pp. 112/5, regards dolus eventualis as indispensable the restrictions of this form of intent would nevertheless remain unshaken. It is quite clearly expressed, too, by THERMANN's and v. OVERBECK's Commentary to the Swiss Criminal Code of 1937 (general part 1938-40 p. 98) that with dolus eventualis the perpetrator must have "agreed with the result in case it

should have materialized."

According to internationally recognized fundamentals it is therefore everywhere requested and indispensable, insofar the perpetrator should be called to task for an only conditional intent, that the necessary restrictions as outlined above should be observed most meticulous. A mere "closing one's eyes" cannot in itself support a sentence in the case of the present indictment.

III

Criminal responsibility resulting from the activity of another person always requires proof of a genuine criminal participation in the activity.

1. Part I of the German Criminal Code quite clearly formulates the standard point of view if it states:
"If several persons participate in an act everyone of them is liable to punishment according to his or her guilt without considering the guilt of the others."
Therefore, one must never be satisfied with the determination of the guilt of the "others". According to international law the determination of guilt is, therefore always a purely personal matter," that criminal guilt is personal" (IMT judgment, transcript p.16929).
2. Control Council Law No. 10 particularly stresses some possible forms of participation in the criminal activity. Thereby it quotes only instances of such participation. But nothing is changed thereby

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as far as the decisive fundamentals of the theory of participation are concerned. In this sense "participation" is, next to action proper and co-action proper

(Par. 47 StGB), only possible in two forms, however: as instigation according to Par 48 StGB and as abetting according to Par 49 StGB.

Continental law agrees, in principle, with this theory of participation recognized by German law. Insofar it may suffice to refer to the extremely clear definition of the new Swiss Criminal Code of 1937 arts. 24-26. There it says:

"Article 24. He who intentionally causes another person to commit a crime or an offense is to be punished according to the measure ordinarily applicable to the perpetrator himself.

Article 25. He who aids or abets a crime or an offense may receive a milder punishment.

Article 26. Particular personal circumstances, characteristics and circumstances which increase or diminish or exclude punishability will be taken into consideration with regard to that instigator and to that aider and abettor with whom they are found to exist."

IV

Criminal responsibility does not exist if the perpetrator can claim the point of view of emergency and thereby unlawfulness or guilt is excluded.

This emergency of criminal law is described by Par 54 Criminal Code. It says:

"A punishable act does not exist if the act was committed, apart from the case of self defense, in an emergency not

brought about culpably and which could not be prevented in any other way in order to save life and limb of the prosecutor or of one of his next of kin from an immediate danger."

The theory of emergency is also fully recognized by Anglo-American law as is shown by the opinion of the FLICK judgment of Tribunal No. IV case 5 vs. FLICK et al. (p. 10731 of the German transcript, p. 10992 of the English transcript). There the Tribunal explains that in cases like the present one a defendant must not be denied the benefit of the protective claim of emergency. Otherwise the Tribunal could be reproached with dispensing vengeance instead of justice. The Tribunal states that this fundamental of law is made use of to a considerable extent by American and British courts and is also recognized elsewhere. All this is stated in spite of and contrary to the particular provision of Par 4 par 2 Art II of Control Council Law no. 10 (more detailed indication of the sources is contained in the FLICK judgment on pp. 10734/6 of the German transcript and pp. 10992/5 of the English transcript).

The following go into detail about the situation in French law which in the final result largely corresponds with the German law: Gerrend, *Précis de Droit Criminal* (15e ed. Paris 1934) p. 313/9 and Donnedieu de Vabres, *Traité élémentaire de Droit criminal* (2e ed. Paris 1943) pp. 189/197 in their comments on the état de nécessité. How much the German set-up in par 54 of the German Criminal Code can be regarded as the standard European-continental legal opinion is again shown by the Swiss Criminal Code of 1937. There it says in Article 34:

*1. The act committed by a person in order to save his property, especially his life, limb, freedom, honor, goods from an immediate danger which cannot be prevented by any means other remains without punishment unless the danger was caused by the perpetrator and, according to the circumstances, one can not expect to abandon the endangered matter.

In the danger caused by the perpetrator or if according to the circumstances he could be expected to abandon the endangered matter the judge will pronounce a lighter sentence according to what he deems appropriate.

2. The act committed by a person in order to save another persons' property particularly life, limb, freedom, honor, goods from an immediate danger which cannot be prevented by any other means remains without punishment. If the perpetrator could realize that the endangered person could be expected to abandon the endangered matter the judge will pronounce a lighter sentence according to what he deems appropriate.

More detailed comment on the subject is to be found in KÄFER's textbook of Swiss criminal law General Part (1926) pp. 144 and ff. and in TÖRIGAN's and von OVERBECK's Commentary (1938 ff.) vol. I pp. 145 ff. They confirm what has been said here.

Question No. 3:

How would criminal responsibility be distributed among the individual members of the Vorstand of a share holding company (Aktiengesellschaft) if this Vorstand consists of several persons?
In the following it will be proved that German law which alone is the standard here always knows a distribution of such responsibility among the individual members.

This questions shall be appreciated from the point of view of corporation law (Aktionrecht), labor legislation and industrial legislation.

I. From the point of view of the corporation law (Aktionrecht) the decisive fundaments emanate from the Stock Corporation Law (Aktiengesetz) of 30 January 1937 (RGH.I 107, 588, 1140) with the Commentaries by GADOW - HEINICHEN-SCHMIDT and others 1939, SCHLECHTER - QUASSOWSKI - HERZIG and others 3rd ed. 1939, THICHHAND - KOEHLER 2nd ed. 1939). The passages in question are particularly Par 70 to Par 75 par 2 incl. and, about the required reports of the Vorstand, Par.81. It says:

Par.70.I. The Vorstand is charged to manage the corporation on his own responsibility in a manner as will benefit the welfare of the enterprise and the employees and promote the general interests of people and Reich.

II. The Vorstand may consist of one or several persons. If a member of the Vorstand has been nominated president of the Vorstand his vote, unless directed otherwise by the statutes, decides differences of opinion within the Vorstand.

Par.81. The Vorstand must orally or in writing report to the Aufsichtsrat at regular intervals, but at least at every quarter, on the development of business and the situation of the enterprise, as well as to the president of the Aufsichtsrat or to his deputy in cases of importance. The report must correspond to the principles of a conscientious and faithful account.*

From the existing comments results the following pattern of the position of the Vorstand and its members.

It is generally taken for granted that in Germany in the big Vorstand of the larger Aktiengesellschaften a division of responsibility among the individual Vorstand members was the general practice and with firms over a certain size could not be avoided. In other method was quite out of the question for a firm like IG. The principle of common management which is valid for the Vorstand of an Aktiengesellschaft does not alter this fact; it applies only to the extent that in individual cases no contrary orders oppose it. Such a division of business affairs does not mean that the other members of the Vorstand are simply relieved of responsibility; even if their obligations in the matter of business management are imposed, their supervisory obligations still exist. But this supervisory responsibility is to be limited in a reasonable and practical way and is not to burden the management with problems which conditions do not allow it to bear which hinder operation. If the management is in trustworthy hands, then the other members may in the normal course of events rely on it. It would be naive to interpret the supervisory responsibility to mean that each member had to concern himself with the other's work by examining the individual natural business procedure of a sphere of work which is foreign to him. All that is necessary is for him to take the opportunity to do this if he notices or hears of definitely suspicious facts. For the rest, supervision should rather be directed towards observing whether another Vorstand member gives the general impression of being capable, in character and in business behavior, of his job, or whether he is a failure in it.

As a rule in large firms every individual is so occupied with his own business affairs that he has neither time nor strength to become involved in the affairs of others as well.

2. The legal basis for the judgment is contained in the Law Regulating National Labor (AGG) of 20 January 1934 (RGBl. I 45) with commentaries by MUNSFELD and PÖHL 1934, MUNSFELD Manual 1941 - HÜBCK - WLFERDAY - DIEZ 4th edition 1943. Paragraphs 1, 2 and 3, (1) and (2) in particular contain important regulations on this. They run as follows:

Par. 1. The employer works in the factory as leader of the enterprise together with the employees and the workers who constitute his staff for the furtherance of the aims of the plant and for the common benefit of people and state.

Par. 2. The leader of the plant makes the decisions for the employees and laborers in all matters concerning the enterprise, as far as they are regulated by this law.

He is responsible for the well-being of the employees and laborers. The employees and laborers owe him loyalty according to the principles of the factory community.

Par. 3. In the case of legal persons and personal groups the legal representatives will be the leaders of the enterprises.

The employer or in the case of legal persons or personal groups the legal representatives can appoint a person who participates in the management of the enterprise in a responsible capacity as their deputy.

This must be done if they do not direct the plant themselves.
In matters of lesser importance they can also appoint another person.

(paragraph 3 follows)

To this the commentary by HUECK - NIPPERDAY - DIETZ notes, Para. 1:

Note 7: The leader of the plant is the head of the plant combine.

In principle, the employer (Unternehmer) is the leader of the plant. This, of course, only if he really performs the work of leadership; for leadership is not based on a purely economically founded position of power outside the plant combine, it is not simply attached to the status of employer. Only if the employer, as the law has it, works with the personnel on the tasks of the plant, is he the leader of the plant. Therefore the employer who does not work in the plant and does not lead it himself must appoint a deputy (Para. 3, (2)). Command of plant operations is essential, command of the firm is not sufficient.

According to the AGG too, and in particular according to Para. 3, (2) it entails considerable relief to the employer. (and also to the members of the Vorstand of an Aktiengesellschaft) if he is not himself the plant leader. This is especially true for such large firms as those in question. If in accordance with Para. 3, (2), the necessary care has been taken in the selection of the leader or the deputy, then one can as a rule be confident that the employer can leave the care of the plant entirely to the other and that

it is no longer necessary for him to concern himself with the details of the business. Legal responsibility for actions taken in the running of the plant is then inapplicable from the point of view of negligence; for responsibility on the grounds of deliberate participation, apart from anything else, proof of knowledge of offense would be required. Thus the appointment of a deputy in the management of the plant, provided for in Para. 3, (2), is to very great extent calculated to relieve the employer, and correspondingly the executive bodies of the Aktiengesellschaft, of responsibility for the individual procedures of the plant. Not the Vorstand member, but the plant leader is responsible.

3. The legal principles of trade are contained in the Trade Regulations (Gewo) in the new version of the issue of 26 July 1900 (RG Bl. 871 ff. with its subsequent alterations and commentary by LANDMANN-DÖRFLER Vol. II (5th edition 1932, Vol. I in 9th edition.)

The regulation Para. 151 of the Gewo is of particular importance in the connection under discussion. (1), which is pertinent here, runs as follows:

*If in the process of trade, police regulations are violated by people who have been appointed to the management of the plant or a part of the same or as superintendent by the manufacturer, the latter are liable to punishment. Apart from this, the manufacturer himself is liable to punishment if the offense has been committed with his knowledge, or if, in the degree of supervision of the plant possible to him in the circumstances, or in the selection

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or supervision of the plant managers or supervisory personnel the necessary care has not been taken."

Landmann-Rosmer op. cit. Vol. II, Page 763-792 note the following i.e. on this point: the earlier version of Para. 151 Gew.O. was modeled on Para. 188 of the Prussian Gew. O.; it provided for punishment of the deputy and chief: "Should the offense have been committed with the knowledge of the responsible representative, then both will be liable to the legal penalty."

A new version came out in 1891. The new law was based on the fact that Para. 146, I-3 Gew.O. makes the manufacturer alone responsible and Para. 151 Gew. O. merely permits of a narrowly limited exception in the case of a deputy. When Para. 146 was applied, however, hardships and inconveniences arose. In the case of offenses committed in plants owned by several partners, all the partners were condemned to the legal penalty, even if according to the contract of partnership the management of the plant was entrusted only to one or a few of them, while the other or others were responsible exclusively for the commercial side of the firm. It could thus happen that the employers of extensive plants, who because of the size of the plant are forced to delegate to plant officials the management of individual departments of the plant, are condemned because of offenses committed in these departments, although the criminal action was committed in defiance of their express orders.

The regulation should therefore be altered in such a manner that the responsibility of the manufacturer be limited to a scope corresponding to his actual position in the plant. The Reichstag committee objected to the limitation of the punishability of the manufacturer only in cases where the violation took place with his knowledge, or where he had not taken the necessary care in the selection or supervision of the plant manager or supervisory personnel. Accordingly, after further consultation, a clause was added in accordance with which he should also be held liable if he had failed to take the necessary care in the supervision of which he himself was capable in the circumstances. Thus, in the new law of 1 June 1891 (Reich Law Gazette 261) article 151, Section 1 of the Gew.O. was introduced in its present form, citing in Section 2 the four cases in which the manufacturer would be held responsible. In accordance with the above, however, it is to be assumed (page 788) " that the employer shall be liable to punishment together with the employee only if one of the four cases indicated in the law is in question." Both legal theory and legal practice are in agreement with the above. The decision of the Reich Supreme Court published on pages 293ff of Volume 24 of the official publication on Penal Law, dealt with the amendment from this point of view. By way of explanation of the individual points, reference is made in the following to pages 788-790: " Previous knowledge" on the part of the manufacturer does not involve any instigation to perpetrate the crime, but merely knowledge of the action which is to be or is in the course of being taken and silent and express assent thereto or toleration thereof. If the person for whom the deputy has served could not have prevented the deputy from taking the action, he shall not be held responsible for the action, despite the fact that he was aware thereof.

"Supervision of the plant by the manufacturer himself in so far as the circumstances admit thereof" may, for example, be rendered completely impossible by the size of the plant (!), the wide area over which the individual plants are spread, the agreements reached by the various partners in a business on the management of the business (!), lack of the necessary technical knowledge etc. The "manufacturer" is, in the first place, the employer at whose expense and in whose name the plant is operated, or in the case of the body corporate, the legal representative of that body corporate. In the case of an enterprise owned by several partners, however, in accordance with the general principles, only the person who is guilty of an offense (caused deliberately or as the result of carelessness) and whose guilt can be proven shall be punished.

Pages 1268 - 1272 of Stanglein's commentary on the Supplementary Penal

Laws (Volume II) 5th. edition, 1931 deal with Article 151 of the

Gew.O., contributing further information on the subject of the

origin of the new law of 1891 and also of the present contents of

the Article. In the main, it presents the same picture. In the law

of 30 March 1903 for the protection of children (Reich Law Gazette,

Page 592) reference is expressly made to article 151 of the Gew. O.

From these statements, it is apparent that the regulation contained

in Article 151, Section 1, Para. 2 of the Gew. O. is of paramount

importance in the case under consideration. It is apparent, however,

that in major industrial plants, not only is it the regular practice

to divide both duties and responsibilities, but also (Prussian Gew.O.

of 1845, New Law in connection with Reich Gew. O. of 1891 etc.) that

German law itself

for a considerable time past has provided for this practice and has

adapted itself to it by means of extensive curtailment of legal liability

It is precisely this fact which is the decisive factor in the case under consideration. On the other hand, special attention must be drawn to the fact that false conclusions should not be drawn from Article 151 of the Gew.O. in connection with the present problem: Because general principles of penal law are unequivocally expressed therein, it may be noted in the present case of the Prosecution against the members of the Vorstand of I.G. as a means of judging the limitation of liability in the eyes of the law but not as a basis for establishing the fact of that liability. For Article 151 of the Gew.O. refers to the "Transgression (I) of Police (!) Regulations" but not to charges connected with / original proceedings. On this account, it comprehends primarily infringements of the law caused by carelessness, while only police aforethought can be taken into consideration as the factor proving responsibility in the case of the present crime. Thus in so far as offenses due purely to carelessness render the manufacturer liable to punishment, in accordance with Article 151, Section 1, Para. 2, they cannot be taken into consideration.

Munich, 26 April 1948

Prof. Dr. Edmund Moeser

I herewith certify that the above is a true and correct copy of the original document.

Friedrich Silcher
Attorney-at-Law.

Munich, 11 May 1948.

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Doc. No. 41
Defense Exhibit No. 282

Minutes of the
Bavarian Academy of Science

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By

Edmund MÜLLER

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and Leipzig and passed the two law examinations in 1906 and 1910.
After further having studied for some time in Paris he worked as
a lawyer and a judge and in the Ministry of Justice of Württemberg.
In 1918 he became a lecturer for penal law, procedural
law, international law and philosophy of law at the University
of Tübingen. In 1932 he became professor on a temporary basis
(außerordentlicher) at the University of Tübingen and in 1935
he became professor at the University of Marburg. In 1933 he
became the successor of v. REILING at the University of Munich
for penal law, criminology and philosophy of law.

His Publications

comprised apart from numerous publications in magazines,
articles in collections, etc., among independent works the Penal
Law (Penal Law, a textbook, 2nd edition, 1933, also translated
into foreign languages), the Procedural Law (The Psychiatrist in
the Trial of 1918) the Philosophy of Law (Sein und Sollen im
Recht 1920 and others) and the field of criminological research.
A lecture by a member of the philosophical historical department
of the Bavarian Academy of Science on criminal psychological
problems in penal law held in Munich on 5 June 1943 gives more
details about this subject (these minutes of the philosoh.-
hist. department, of the year 1943, Pamphlet 4).

Dr. von KLEINEM
Doc. No. 41

I, Friedrich SILGER, attorney-at-Law, at present Defense
Counsel before the American Military Tribunal at Nuernberg,
herewith certify that the above excerpts are true copies from
the book

"On the liberty of determination"

by

Edmund MAURER.

Nuernberg, 3 May 1948

(Friedrich SILGER)

DOCUMENT VOY ENTHIEM

CERTIFICATE OF TRANSLATION

24 May 1948

We, MARGRET WAGNER, PTO No. 20137, PATRICIA E.C.WOOD, PTO No. 20139, hereby certify, that we are duly appointed translators for the German and English languages and that the above is a true and correct translation of the Document ENTHIEM No. 40, 41.

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Case VI

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Prof. Dr. Carl KRAUKE

PRESENTED BY DEFENSE
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Dr. Conrad BOETTCHER
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Done

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		<u>Sector:</u>	<u>Saving in millions of Reichsmarks per year:</u>
		Textiles	433
		Mineral Oil	245
		Fod	330
		Timber	220
		Yeast	200
		Buna	65. "

66 Affidavit by Dr. Adolf Mueller
" Task of the Plenipotentiary General for
Special Questions of Chemical Production
was

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66 cont'd		to supervise as an expert the development of the chemical industry within the sphere of the Four Year Plan. - requirements by the Plenipotentiary General had to be approved by all other offices. - The Plenipotentiary General was not authorized to decide as to the current production of the chemical works. Ministry for Armaments was opposed to the Plenipotentiary General being informed by the works about level of production. - Collaborators of the Plenipotentiary General from the industry, men not chosen according to Party-political views. During official conferences with Prof. Krauch only matters pertinent to technical tasks were discussed. Policies were never discussed. During five years only one roll-call at the New Year, during which Prof. Krauch restricted himself to asking his collaborators to do their duty." 64 -	
67		Affidavit Dr. Adolf Mueller: List of academical collaborators of the General Plenipotentiary Chemistry and the Reich Office. I.G. participation in 1939 22.4 % and in 1944 31.2%. Of three Main Department Chiefs only one paid by I.G.	69 -
27		Affidavit Dr. Walther Schieber: " While he was in the Reich Office for Economic Development Krauch in the sectors known to me always strived objectively to take care of the interests of the whole industry. He was known even to oppose the justified wishes and interests of the I.G. Reichsleiter Bormann repeatedly told Dr. Todt that I.G. by virtue of its former foreign connections, but also because of the attitude it had taken up in Germany must be looked upon as unreliable. On the other hand,	

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for Prof. Dr. Carl KRAUCH, Case VI.

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27 Cont'd		Krauch was often made the subject of reproach because of his attitude to the Church. Krauch had won great recognition because of his services to science. Himmler held Krauch to be a man who worked for international understanding, and of whom it was suspected that even during the war he had not broken off his connections with the U.S.S.R. On at least two occasions Himmler spoke to me about Krauch, and when I objected, said that the S.D. (Security Service) report scarcely left any doubt on his, to say the least, uncooperative, not to say negative, attitude to the policy of the Third Reich."	72 - 74
28		Affidavit Dr. Julius Altpeter. "Department Mineral Oil P of the Reich Office for Economic Development had at its disposal only a very limited staff of experts permanently employed on the work thus involved, for the most part only four to five chemists or engineers. It was not intended to be a large and unwieldy office, but was to act merely in the capacity of a liaison and advisory branch within the over-staffed Reich Administration, establishing practical contact with Industry."	75 - 7
82		Affidavit Dr. Gerhard Ritter. "Herr Dr. Fritz Baer, chief of the Min Department II of the Reich Office for Economic Development, was so-to-speak installed by the Party as a watch dog in the office of Professor Krauch."	79 - 8
14		Affidavit Hans Henrici. "Before the outbreak of the Second World War	

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for Prof. Dr. Carl KRÄUCH, Case VI.

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14 Cont'd		Germany in my qualified opinion was entirely inadequately armed for war. Therefore in officer circles as well as in others, for the above mentioned reason of inadequate armament, the conduct of a war of aggression by Germany was not expected."	81
73		<p>Affidavit by Heinrich Schindler Comment on Doc.No. NI-2790 Exhibit Engl. Vol. p. (127-129 German) "There were therefore at the beginning of 1939 important fields of explosives supply, the development of which (apart from SR-Salt) was not yet completed, let alone being in a position sufficiently clarified to be ready for planning....." pp. (130-136)</p> <p>"The general impression is that for the most part this is still indefinite and unclear." pp. (142-152)</p> <p>"This measure taken in May 1939 could only have been justified if a long and unbroken period of peace was anticipated. Similar remarks apply to that part of the report concerned with chemical warfare agents.... All this points to the fact that in 1939 the Krauch Office cannot have reckoned with war."</p> <p>Comments on Doc. No. NI-1 0580 Exhibit Engl. Doc. Book</p> <p>"This report therefore distinctly says that, in the field of general chemistry so far as it was connected with gunpowder and explosives, no preparations were made for war by the Krauch Office. The American report, therefore, as well as the Journey Reports of the Krauch Office show clearly and distinctly the lack</p>	

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73 Cont'd		of any war preparation in the Krueger Office. It must be assumed that in this quarter no war was anticipated and therefore no serious preparations were undertaken." 82 - 92	
50		Affidavit Richard Morgenthaler. "Since 1936 I've been with the Ethyl G.m.b.H., Berlin. When, in the summer of 1936, Germany sought to stockpile Tetra ethyl lead by imports from the U.S.A. difficulties arose, as at that time various other European countries, including France, were stockpiling Tetra ethyl lead. In view of the increased motorization, Germany had at the same time to make a start on the ethylizing of motor fuels. Civil aviation was also steadily increasing and Tetra ethyl lead was required also for aviation spirit as well as for motor spirit, and I therefore had no reason to believe that the large quantities of Tetra ethyl lead which at that time were being stockpiled meant that it was Germany's intention to conduct an aggressive war." 93 - 94	
40		Affidavit Dr. Bechtold Rau. "Later on my share of work also included the supervision of the production program laid down by the Army Ordnance Office for Powder, Explosives and Chemical Warfare agents. This gave rise in August 1939 to the so-called Rush Plan (Schnellplan). The production capacities required under the Rush Plan were to be reached in a few years, i.e., by about 1941-42. When war actually did break out in the autumn of 1939 these figures fell far short of the target."	

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40 Cont'd	Even under the Rush Plan it was for the Army Ordnance Office alone to decide as to the extent to which production should be increased; the Reich Office for Economic Development was merely called in as an expert.	
	It had been Goering's intention to transfer to Krauch the right to decide as to the extent to which production capacity was to be increased in the powder, explosives and chemical warfare agents sectors. The Army Ordnance Office, however, objected to this, and claimed that the decision should continue to lay with the Army Ordnance Office, which meant that Krauch and the Reich Office for Economic Development were merely brought in as experts."	95 - 9
32	Affidavit Dr. Christian Zahn. The volume of armaments, also in the sector of the so-called powder and explosives Rush Plan, was always determined by the demands made by the Military Command Offices. During the war this responsibility was transferred to the Reich Ministry for Armaments and War Production.	
	The placing, allocation of orders and construction of the plants included in the so-called Powder and Explosives Rush Plan had, according to orders received, been put in hand and planned for years ahead before the appointment of Krauch. This Rush Plan was then merged into the Karinhall Plan or the Krauch Plan. His former Chief of the "Manufacturing Department for Powder and Explosives" in the Army Ordnance	

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32 Cont'd	Office I am likewise able to confirm that after Krauch's appointment not a single plant was built that had not already been decided upon by our Office (Dienststellen) in agreement with the Industry. In the final analysis the Army Ordnance Office was the official and responsible centre for the giving of the orders to the Industry. The Army Ordnance Office made available the necessary funds for the construction."	97 - 100

TRANSLATION OF EXHIBIT No. 1
Exhibit No.

I, Professor Dr. Carl KRAUCH, Marburg, Palace of Justice, have been warned that I shall be liable to punishment for making a false statement. I herewith declare under oath that my statement is true and was made in order to be submitted as evidence to the Military Tribunal at the Palace of Justice in Marburg.

Youth and university education.

I was born on 7 April 1897 in Darmstadt, the son of the chemist Dr. Carl KRÜCH. My parents are of peasant stock; my parents' ancestors too were Silesian peasants. My father was a respected chemist at the well known firm of Körck at Darmstadt. My up-bringing was based on Christian-religious principles. A serious ailment of my mother, caused by a very painful form of facial cancer, only served to deepen the religious belief of the children. Partly owing to my mother's illness my parents had little social life and dedicated their time entirely to the bringing-up of their children. Early in our childhood — we were four brothers and sisters — we learnt because of our father's work to enjoy nature. During our walks our father, who was a very clever mineralogist and botanist, taught us the first things in the field of natural sciences and we were shown how to observe nature. My father took me along with him when he inspected factories and suggested that I

TRANSLATION OF KRAUCH No.1
Exhibit No.*****

write down in the form of diagrams and essays what I had seen. I have never forgotten how when I was 4 years old my father once lifted me up and let me look into a factory boiler with crystallized copper sulphate. I was so enthusiastic that I decided that when I grew up I wanted to have to do with such beautiful crystal miracles.

After passing the school leaving examination at the classical secondary school in Darmstadt I started, as was my father's wish, to study natural sciences at Giessen in order to take up teaching later on. After only two terms I began specializing in the study of chemistry. On my father's advice I went to Heidelberg University, which had at that time a world-famous School for Chemistry under Curtius. During my laboratory training, and while still a beginner, I discovered that under certain conditions a certain precipitation reaction occurred with delay, and I could prove the reason for the delay by independent experiments. These experiments called Curtius' attention to me, the young student; he arranged that besides the ordinary training I was to be given at an early stage independent work, such as tests of new minerals or the following up of new dye-stuffs which had become known by publications.

In 1910 I was given the thesis for my doctorate: Derivates from Hydrazidocarbonyldrazin. The compound itself was unknown at the time, it was considered too inconsistent to be shown except in compounds.

TRANSLATION OF DRUCH No. 1
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I succeeded, by observing certain precautions, in obtaining the substance in pure form and using it as a basic product for a number of other syntheses.

After having completed my doctorate I worked as private assistant for one year at the chemical institute of the university and received for my work the Wilhelm-Meyer-Prize of the Heidelberg University. This prize was awarded every three years for the best scientific work done at the chemical institute of Heidelberg. Wilhelm Meyer was Professor Curtius' predecessor, and the latter together with industrialists, donated this prize. I could not follow my cherished ambition to establish myself as (unpaid) university-lecturer at Heidelberg in order to carry out research work, as I could not get enough financial support from my parents, since the other children too had to be given a training. As assistant I had at that time an income of R. 70.— per month which only allowed for a modest standard of living.

Activity in the BASF.

In September 1917, on Professor Curtius' recommendation a post as chemist in the main laboratory of the BASF (Badische Anilin- und Sodaefabrik) at Ludwigshafen. Aside from the following up of patents which was usually done by beginners I was given the task of solving chemical difficulties.

TRANSLATION OF KRAUCH No. 1
Exhibit No. *****

which arose upon starting the production of a new dyestuff called "Rosax". It had been found that batches had repeatedly shown a certain blue tint which was very undesirable. I was able to find the condition under which the blue tint could be avoided. As a result of experiments,

I carried out independently as a sideline I succeeded in finding the reason for this, which was impurities in the raw material, and which was not yet known in chemistry, as well as in finding the constitution of this new compound. These experiments had attracted Dr. Bosch's attention. At that time Dr. Bosch was Prokurst and manager of the large Phthalic acid plant and had been commissioned by the BASF to exploit the scientific experience of Professor Haber in regard to the synthesis of ammonia and develop it into a technical process. He was looking at that time for a young chemist for his newly founded ammonia laboratory where the catalytic experiments in connection with the Haber-Bosch synthesis were to be conducted.

Under the management of Dr. Mittasch who at that time was manager of the scientific ammonia laboratory of the BASF and became famous later on through his experiments in regard to the so-called mixed catalysts which became extremely important for the entire chemical technique, I was at first entrusted with work concerning the catalytic synthesis of

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methane from carbon monoxide and hydrogen. I succeeded in finding suitable catalysts and a further test disclosed that these catalysts were also particularly suitable for the purpose of solidification of fats.

Very reluctantly I gave up this laboratory work under Dr. Littasch which had given me great pleasure, then Dr. Bosch commissioned me to carry out a number of technical experiments in the experimental ammonia plant. There I had at first to collaborate in a process, discovered by Dr. Ild -- a collaborator of Dr. Bosch, for the production of hydrogen from catalytic transformation of water gas with steam. This process too has become very important for chemical technique throughout the world. Further experiments disclosed the technical feasibility of the method which today is being used in all nitrogen plants at home and abroad and which has helped considerably to reduce the costs of the actual nitrogen process. Whereas according to the former method the costs for purifying hydrogen were RM 0,20 for 1 kilogram of nitrogen, according to the above mentioned method the costs were less than RM 0,005.

War Service 1914 - 1918.

When the First World War broke out in 1914 the experimental plant had to be closed.

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I was called up as soldier of the replacement reserve of the 23rd Bavarian infantry regiment at Landau and was sent to the front in October 1914. My division was engaged in the heavy fighting around Ypres. In 1915 I was recalled as the result of an application by the BASF and assigned to the ammonia plant of the Oppau works. My main job there was to deal with the difficulties which arose when the Haber-Bosch method was applied on a large industrial scale.

The Haber-Bosch method, named after the inventors Professor Haber-Karlsruhe, later on Nobel-prize-winner and the actual inventor of ammonia synthesis, and Dr. Bosch, later on chairman of the Aufsichtsrat of I.G. Farbenindustrie, was carried out in the laboratory and ^{on a} medium industrial scale. Great difficulties arose however when put into operation on a large scale.

In 1917 when the construction of a second large industrial plant for the production of nitrogen was considered necessary in view of the increased demands for munitions received from the front, I was charged by Dr. Bosch with the management of the high-pressure plants of the newly built Louna plant. When the war ended the Louna plant had to be switched over to peace time production of agricultural fertilizers. Special difficulties arose through unrest among the workers in Central Germany which resulted in the constant closing-down of plants.

Activity from 1919 onwards.

At the end of 1920 Dr. BOSCH called me back to Ludwigshafen for the purpose of conducting experiments on an industrial scale for the preparation of new types of fertilizers, such as urea, nitrophosca, calcium nitrate, etc. and to take proprietary steps for ensuring their use in a large-scale industrial plant.

Foundation of a Family.

In 1920 I married Frau Maria, née LUEDERS; I have 5 children (3 sons and 1 daughter).

Reconstruction of Oppau.

In September 1921 an explosion occurred, which caused serious damage. The entire plant was destroyed and heavy damage was caused in the adjacent villages. There was a loss of more than 600 lives. The very same day on which the explosion occurred, Dr. BOSCH put me in charge of the reconstruction of the plant. To cut this narrative short, I shall not discuss the reasons for the explosion.

Of course this catastrophe meant most severe financial loss to the BASF; as far as it was humanly possible to judge, it could be met only if the attempt to get the plant ready for operation again within a comparatively short time proved successful.

Quick reconstruction and the early start of production were vital questions for the BASF. The engineers in charge estimated that it would take a year to do this. The fact that we succeeded in putting the plant into operation again after the short space of 3 months, is above all due to the willing services of the personnel commissioned with the work of reconstruction - workers, foremen and the professional people -. A new system for the assignment of labor contributed greatly towards this, and helped to procure the labor necessary within the shortest time and to make the fullest use of their capacity. At that time I was confronted with the task of procuring an additional 8,000 to 10,000 workers for the reconstruction work, mainly skilled workers and craftsmen, a problem which, having regard to the accommodation and the lack of suitable supervisory personnel, appeared to be insoluble. For this reason I hit upon the idea of another method. I went to Cologne to see Ernst LEHHEIM, who was personally known to me as an outstanding organizer. He was then the managing director of the Berlin-Anhalt Maschinenfabrik (BAMAG) in Cologne. I explained the problem to him and asked him whether it would not be possible to put a fairly large number of his assembly workers at my disposal if he could make up his mind to renounce a number of orders which had at that time been placed with the BAMAG, and to assign those workers to reconstruction work at Oppau, together with the supervisory personnel. It was proposed to compensate him for the financial loss incurred by putting his workers at our disposal.

and for renouncing orders already placed, by permitting him to charge a higher cost for the work performed at Oppau. The question of the amount of those costs was very important to me or rather to the BASF.

Bour.-t LEDERER began to investigate this question immediately and named costs which to me seemed to be reasonable, having in view the fact that in this way the plant could be put into operation and production could be started at a considerably earlier date. I also brought the same problem to the attention of other firms, such as the Nuernberg-Augsburg Maschinenfabrik, Sulzer Maschinenfabrik and construction firms, such as SOFTMANN & Soehne. Thus it was possible within a few weeks to procure quickly the labor required for the reconstruction work. In this way we succeeded in bringing the Oppau plant back into operation after only three months had elapsed.

It was decided to retain this system over a rather long period. It helped to forestall market fluctuations which occurred in the following years, inasmuch as workers released during an economic crisis returned with their group to their original firm and were there occupied on orders which had been placed again with the firm concerned.

It seems to me that this system is particularly suited to regulate fluctuations of economic conditions or market depressions, if in boom periods the State decides to cut down the number of its own governmental orders.

It would appear to be a workable arrangement if the factory concerned works on a 60 : 40 ratio, i.e. a permanent working staff of 60% and an additional 40% to be employed under the new assignment procedure in the event of an industrial boom.

Further creative activity in the field of nitrogen and hydrocarbons

In view of the most post-war shortage of nitric fertilizer it was possible to operate both works - Oppau as well as Lounn. - to the full of the capacity, which had been increased after the war. These supplied not only the home market but also countries abroad with nitric fertilizers, which in part were even increased after the war.

It was clear that after the World War foreign countries, which had hitherto relied solely on Chile nitre production, also directed their attention to this new nitrogen process which had been developed in Germany by HABER-BOSCH not only because of the increased demands of their economy, but also for technical reasons of military economy. By taking out a license and employing experimental data of the BASF in the same way as France, they endeavored to establish a nitrogen industry in their own country. Other countries, such as Italy, Belgium, the United States of America, etc. developed processes of their own, which were independent of the HABER-BOSCH process as regards patents. In the course of time the establishment of these new places of production was bound to lead to a reduction of the German nitrogen exports.

thereby decreasing German nitrogen production, which in turn resulted in a partial closing-down of the-nitrogen plants of the I.G.

In 1920 Dr. BOSSH therefore ordered me to seek for other processes which would render it possible to use the nitrogen laid installations which in the meantime were being idle. I suggested resuming the experiments which had been conducted by Dr. Christian SCHNEIDER in 1913 and 1914 and which had shown that carbon dioxide and hydrogen, when treated with high temperatures and under a pressure of 200 atmospheres in the presence of suitable catalysts, rendered an oily substance consisting of a mixture of low-boiling and high-boiling hydrocarbons. After leaving Louna, Dr. SCHNEIDER became my successor there.

I ordered Dr. PIER of the BASF - a student and assistant of KELLER, Germany's great physical-chemical research scientist, - whom I considered the best suited research scientist, particularly in the field of catalysts, to direct, if possible, the process by means of new catalysts and altered apparatuses so as to obtain uniform products. After a short time PIER was able to prove that there were conditions under which pure methanol could be obtained by this method. As a result of the occupation of the Saar district the Ludwigshafen and Oppau plants were shut down, PIER and his staff therefore went to Louna and

continued the experiments there on in industrial scale. It was found possible after only six months to make a start on the construction of a large-scale plant for methanol. Methanol was intended to be used as a propellant for the Otto motor - that is the ordinary gasoline motor, named after its inventor, OTTO, - but economic considerations showed that even in large-scale production production costs could never be such as to enable methanol to compete with the gasoline of the world market. The use of methanol was therefore limited to the large-scale chemical industry and its production required only part of the nitrogen plants. It now was a question of seeking still further processes.

As early ^{as} the years prior to the first World War BERGIUS, the then member of the Vorstand and Director of the GOLDSCHMIDT-AG, had found that it was possible to liquefy coal by treating it with high hydrogen pressure and fairly high temperature, thereby converting it into hydrocarbons. The experiments had caused a sensation. However, under the experimental conditions he used by BERGIUS it was not possible to put the process on an economic basis.

I gave Dr. PIER the order to start working on the coal liquefying process according to certain instructions (in order to shorten this account I shall not describe those technical instructions).

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The result of these experiments was the extensive application of the hydrogenation process; my collaborators and I worked out a number of patents which protected this sector. The experiments which started in 1924, showed such good results that in 1926 Dr. Bosch ordered a plant for the mass-production of 100,000 tons of synthetic gasoline per year, on the basis of bituminous tar, or bituminous coal.

The gasoline producing plant in Leuna which Dr. Bosch had ordered, already started work a year after the commencement of the building. Considerable technical difficulties arose, however, when a start was made on production on a large scale. This made it necessary to introduce different working conditions and to make extensive changes in the equipment; these led to the spending of further large amounts of money. Owing to these difficulties, it was not possible to reach full production until the years starting with 1930.

Appointment as deputy member of the Vorstand.

I was appointed deputy member of the Vorstand of the newly founded I.G. Farbenindustrie in 1926. Already in 1920 I had been made Prokurst of the Baßz.

Starting of International Relations.

The above described new hydrogenating process naturally attracted the attention of the oil industry abroad.

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At that time pessimistic predictions were published about the visible oil supplies of the world, according to which the supply of oil would be exhausted in about 12 years. It was obvious that the big oil firms had to start looking round for a process to replace the natural mineral oil, which appeared to be nearing exhaustion. American and British oil technicians first visited the IG plants in Ludwigshafen and the Leunawerke in 1928 and they studied the new hydrogenation process very thoroughly.

Trine to the USA.

In the same year, that is, in 1928 I gave a lecture at the International Coal Conference in Pittsburg on the importance of the coal hydrogenation process. Before that, I had had the opportunity of inspecting the oil wells and the processing plants in various states of the U.S.A. It was especially on this journey that I gained my deepest impressions. Not only was I impressed by the great natural resources with which this land was blessed, but above all by the people with whom I came in contact here. It was the liberality of those economic leaders, their fairness and frankness when negotiating, which impressed me most. It became clear to me that only by international co-operation and economic agreements could Germany be lifted out of the difficult situation in which she found herself as a result of the first world war.

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I resolved to devote my whole work to this purpose.

Collaboration with Standard Oil.

The negotiations which were carried on in New York between the Standard Oil and IG led to an agreement, according to which the rights of the IG Patents in the field of hydrogenation were transferred to an international company, the IHECO (International Hydrogenation and Engineering Company), in which the oil companies, including the Shell, which in the meantime had come into the agreement, owned the majority. In Germany IG alone had the right to exploit the patents. Moreover, the sales organization for gasoline etc. which the international oil companies had set up in Germany were also placed at the disposal of IG to be run by it on a basis of actual costs. As part compensation for the heavy cost of research which the IG had incurred in carrying out the hydrogenation experiments, the IG received shares in the Standard Oil Company to the amount of 25 Million Dollars. As responsible chief of the Hydrogenation Department of the IG, I led the technical discussions which were held at the conclusion of the agreement.

The deep impressions which I had gained through my visit to the United States, awoke in me the desire to foster still further the collaboration with the Standard Oil which had given me such great satisfaction.

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By utilizing the knowledge of the big chemical concerns, of which IG had become the embodiment, it must, I thought, be possible to use a raw material, such as natural mineral oil, also in other chemical processes. If this were possible, it would give the mineral oil industry, which until then had confined itself to the processing of oil for liquid fuel, new refining processes. I discussed this matter with Oberstaat Bosch; he immediately gave me his consent and commissioned me in 1929 to go again to the USA. There I discussed this idea with the executive of the Standard Oil of New Jersey. As a process which might be considered, I mentioned the Buna-process. By reason of the low cost of raw materials, which enabled the petroleum industry to make available the primary materials, the exploitation of the IG Buna Process in the U.S.A. was bound to be a much more economic proposition than if exploited under the conditions prevailing in Germany. Another process which was discussed at the time concerned the production of fatty acids from paraffin as raw-material for the soap-industry. At my suggestion, the collaborators of Dr. Mittasch had for some time been conducting successful experiments to obtain fatty acids through the oxydation of paraffin. Further processes concerned the production of acetic acid and of alcohol from the resulting cracking gases, and the manufacture of new kinds of fertilizer mixtures, such as had been perfected in the meantime by the ammonia laboratory and were already being produced on a large scale. All proposals met with the full approval of the executives of Standard Oil.

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At their suggestion a meeting between Lamot - Dupont, the president of Dupont de Nemours and myself took place which resulted in a full agreement with these plans. At the beginning of 1930 a number of chemists and engineers of the IG were sent to the USA who worked in the laboratories and pilot plants of Standard on the perfection of this process. In the same way, Standard sent their technicians to Germany in order to find out what stage of development the process had reached.

Activity during the Economic Crisis, from 1929 on:

In 1929, the German Economy experienced serious set-backs, the same as those in the USA, which led to considerable financial losses; this applied to the IG too. Bosch proposed to the carrying out of a fundamental change in the Organization of the IG. Whereas formerly the management was carried out by means of the Works Combines (Betriebsgemeinschaften) which meant that each of the former partners maintained his independence and thus by reason of the heterogeneous composition of the Vorstand the interests of the individual companies were placed above the interests of the whole, the idea now was to split up the undertaking into Sparten. The Sparten themselves based their measures on propositions which originated from commissions which - dealt with the various branches of manufacture and which either existed already or were newly appointed. This brought about a far-reaching decentralization of the management and responsibility.

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This new structure of the organization worked out extraordinarily well and as a result the IG, strengthened from within, was able to withstand the heavy blows dealt by the economic crisis which was just coming to a head. In the IG too, owing to difficulties in finding a market it became necessary to dismiss workers. This was partly remedied by introducing short-time work which permitted the worker to stay in his job. The situation became more and more difficult; thus one day at a meeting of the Vorstand the shutting down of the Leuna Works was discussed. Hydrogenation which at that time -1930- was still being carried out at a loss which it would be difficult to bear any longer, was to be given up completely. The Leuna nitrogen production was to be transferred to the Oppau plant. With the decreased sales of nitrogen at home and abroad it would have been possible to do this without difficulty. The shutting down of the Leuna works would have meant dismissing 20,000 workers. If the management of the IG decided at that time to refrain from taking this step, it was because above all it wished to spare the Brüning government, which at that time had a hard struggle because of the economic crisis, the shutting down of Leuna. This would have meant a considerable loss of prestige for that government.

I remember passing through the Ruhr district one day during those years. I scarcely saw a factory chimney that was smoking; the factories were closed and the workers were loitering in the streets and around the railway stations.

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I saw only tired and hopeless faces. Never have I felt more strongly than I did at that time, that it is the bounden duty of an economic leader who is conscious of his responsibility towards his workers, to alleviate this misery with all the means at his disposal. That I felt myself close to the workers also from the point of view of human relations, was a natural result of my entire previous activity. I had always directed research plants in which I had to depend on the reliability and powers of observation of my workers. If my experiments were been successful, then I owe this more than anything else to the loyal devotion of my men. Those men were the workers whom I now saw would become destitute and I felt a deep sense of duty as a man to do everything to lesson their misery.

Collaboration on Settlement Projects.

In thinking of ways to do this I conceived the idea of settlements. I knew from my own experience how wretched and poverty-stricken the workers' quarters were in the big cities. I discussed with some workers whom I knew personally the idea of utilizing the spare time which their restricted working periods gave them by building settlement houses in a community working project. The company would make available to them the land and the building materials at cost. The prices of the houses should be such that a house with its garden would become the sole property of the worker after a period of ten years.

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The garden should be large enough so that by cultivating it, it would help to reduce the cost of living. The workers readily agreed and the IG too was ready, to put the necessary means at their disposal. I was told by others that only a few workers would be willing to enter the scheme, that the workers would prefer to be free to occupy their time in their own way. Most workers' wives would not want to cultivate the garden, visits to the movies were more attractive. I was told that if in three months I, who had first thought of building a settlement of 200 houses, (the workers were to build their homes themselves with the help of skilled workers who were to be supplied by the company) could find as many as 100 workers who were willing to do this, then I could consider myself lucky.

The plans were made known to the workers; after four weeks over 2000 applications had been received. The plan served as a model and was later taken up by a number of IG plants, with the same success.

Appointment as full member of the Vorstand - further work in scientific fields.

In 1933 I was appointed full member of the Vorstand and shortly afterwards I joined the Central Committee of the IG. I devoted my time principally to research and development in the laboratories of the Nitrogen Sparte, as well as the bringing in of young men of the new generation of chemists and engineers.

Krauch No. 1

Exh. No.

At the instigation of Gehaimret Bosen, a new laboratory department was opened in Oppau mainly for the study of the biological processes in plants when absorbing nutriment, such as artificial fertilizers, and the metabolism of plants. In addition to this, other research work was carried out, such as the early diagnosis of cancer. The course which was here followed consisted of arriving at certain conclusions about the existence of cancer from the presence of certain powers of resistance. These principles, which promised success, were further investigated.

Another problem which kept me especially busy was the study of Epilepsy. A case of epilepsy in my own family gave me the impetus for this. After years of work, and with the help of American research we were successful in finding a substance which reduces the tendency to convulsions very considerably. This work, which was carried out in the biological laboratories in Oppau, jointly with a chemist, Dr. Arno Gross, is still being further developed. Cases treated so far with this substance have already shown that it may be very valuable for the treatment of epilepsy; already at the present stage, it brings great relief to epileptics, both physical as well as mental.

With my colleague Dr. Karl HOCKSCHLÄDER, a chemist from the ammonia factory, I was studying at that time the synthesis of hydrocarbons at higher temperatures, and in the course of this, came upon a number of higher alcohols which have proved to be of considerable importance for the wholesale chemical industry and the oil industry. My colleagues and I also worked out new processes at that time which resulted in calcium ammonium nitrate and such mixed fertilizers as Nitro-nosik.

Personal interests and inclinations.

In my private life, that is to say in social matters, I have always adopted a very retiring attitude. Public appearances did not appeal to me. I devoted my free time to the study of literature, history and philosophy appealed to me in particular, but I also devoted much time to art and literature. During my work in Berlin I spent all my free time visiting museums and attending concerts there. I had already in my youth come somewhat into conflict with my father, who, being of a purely practical nature thought that any cultivation of the fine arts was somewhat superfluous. In his opinion, people should only concern themselves with subjects in which they could also achieve something. My activity the study of which allowed of certain technical conclusions was, he considered,

to be preorred to any active interest in Schopenhauer, Nietzsche, and the philosophy of the Ancients, to which I felt particularly attracted. This attitude of my father's is the reason why I did not follow my father's wish at that time, that I should enter the firm of Lorck as his successor. I wished to withdraw myself from any patronage on the part of my father, and, for all the respect which I showed him until his death, to stand rather on my own feet. My mother died in 1921 from her severe illness. By the Christian humility in which she bore her suffering - she knew very early that human skill could no longer help her, and according to the doctor's verdict her suffering was hopeless - she became a shining example to her children and grandchildren in her deep religious conviction. Without a complaint ever passing her lips she approached her last hour submissively and with a certain joyfulness. Up to the very last she refused the use of narcotics. It is still the custom in my family today to say grace before meat and to say evening prayers with the children. Once every year the whole family goes to Holy Communion. I myself remained a member of the Church in the past years, and made an effort, in spite of serious difficulties put in my way, to put in some active work for the Church.

I have always spent my holidays within the circle of my family.

Krauch. No. 1

Krauch Exhibit No.

It was customary, for as long as my father was alive for me to spend my holidays with my family in my Father's house; he had settled on retirement in the Wurttemberg District. Excursions were made with the family which gave me a welcome opportunity to occupy myself in directions which had interested me very early: geology, paleontology, and primitive history. Together with the children we would collect minerals and fossils, thus arousing the interest of the children in the natural sciences. As a result of these studies I made some new discoveries which I would like to work upon in a scientific way later on.

With regard to my further development and activity from 1933 onwards I am being given a hearing in the witness stand.

Nuremberg, 10 December 1947.

(signed) Dr. Carl KLÜCH

(Dr. Carl . . . KLÜCH)

I, Dr. Conrad DUNCKER, Attorney, hereby certify and witness the above signature of Dr. Carl KLÜCH, Professor, at present in Nuremberg, who signed in my presence,

Dr. Conrad DUNCKER

Attorney.

I hereby certify this to be a literal and true copy of the above document.

(signed) Dr. Conrad DUNCKER

Attorney.

TRANSLATION OF KRAUCH DOCUMENT No. 18
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Krauch No. 18
Exh. . . .

Lifidavit

I, Erhard Milch, residing in Nuernberg, have been duly warned that I render myself liable to punishment if I make a false statement in an affidavit. I declare under oath, that my statements are true and were made, in order to be presented as evidence to the Military Tribunal in the Palace of Justice Nuernberg.

In about the summer of 1933 I visited the plant of the IG Farbenindustrie at Ludwigshafen-Oppau. On the occasion of this visit I was shown round by Dr. Carl Krauch. In my position as state secretary in the Reich Air Ministry I was interested in the production of gasoline from coal at Oppau; the Reich Air Ministry was also responsible for civil aviation.

On inspecting Oppau I was interested not only in airtransport but also in the motorisation of land transport which at that time was increasing rapidly. I mentioned to Professor Krauch that I would be very pleased if by extending coal hydrogenation, assistance could be rendered not only to aviation and motor traffic but also in the fight against unemployment. At the time I said something with the approximate meaning of: "We are building motor cars and motor roads and have no gasoline; but both of them, by force of circumstances, belong together." As a result of this encouragement I received later from Professor Dr. Carl Krauch a treatise on German gasoline production, in which he used a "Four Year Plan" as a basis for the increase of production.

(signed:) Erhard Milch

The above signature of Erhard Milch, resident of Nuernberg, appended before me, is hereby certified and witnessed by me.

(signed:) Heinrich von Rosett
(attorney-at law)

Nuernberg, 3 October 1947

CERTIFICATE OF TRANSLATION

11 December 1947

I, John Fosberry, No. 20179, hereby certify that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of Krauch document No. 18.

John FOSBERRY, No. 20179.

Transcript Document No. 90

Transcript Exhibit No.

Extract from:

Directive relating to Kraut agreements 340/VB - 28 -

From 1933 onwards we in Ludwigshafen concerned ourselves with
the problem of the manufacture from coal of motor fuels and
related products of the mineral oil industry, in order to
remove the lack of natural petroleum sources in Germany . . .

Certifying to be a literal and true copy of the above document,
Nuremberg, 15 December 1947.

signed : Dr. DR. W. A.

...signature

TRANSLATION OF KRAUCH DOCUMENT No.2
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Krauch No.2
Exh. No. . .

Association of the Automobile Industry, registered Association
(Verein der Automobilindustrie e.V.)
(20c) Hannover-Linden, Post Office Box 97

Telephone: Hannover 40353

Your reference: Your letter of Our tel. Our reference:
extension: 02 Dr.L/Ro.

Hannover, Goettinger Str. 20
10 October 1947

Affidavit

The undersigned,

Dipl.Ing. Wilhelm Vorwig, business manager of
the Association of the Automobile Industry, and

Dr. Werner Lüth, Department Chief in the
Association of the Automobile Industry

both living at Goettingerstr. 20, Hannover-Linden are aware of
the penalties for making a false affidavit. They know that the
following affidavit is intended for submission as evidence to
the Military Tribunal in the Palace of Justice, Nuremberg. They
give the following information under oath:

The motor vehicle stock for each of the years 1932, 1936 and
1938 was:

(page 2 of original)

In the U.S.A.	Passenger cars (number of cars possessed by the population)	Trucks (number of trucks pos- sessed by the population)	Total
1932	22 520 000	3 466 000	25 986 000 (4.8)
1936	22 571 000	5 650 000	26 221 000 (5)
1938	25 470 000	4 235 000	29 705 000 (4)
In Great Britain	1932 1 171 000	361 000	1 532 000 (30)
1936 1 695 000	448 000	2 043 000 (23)	
1938 1 929 000	490 000	2 419 000 (20)	

TRANSLATION OF KRAUCH DOCUMENT NO.2
CONTINUED

Krauch No.2
Exh.B.C. . .

(page 2 of original cont'd)

In Germany	1932	497 000	153 000	550 000 (100)
	1936	961 000	271 000	1 232 000 (54)
	1938	1 526 000	383 000	1 709 000 (44)

(including Austria) (including
Austria)

The figures in brackets give the number of persons per motor vehicle
(both passenger cars and trucks) for the entire population.

This table shows that the number of passenger cars in Germany
was almost trebled from 1932 to 1936, and that the number of trucks
more than doubled in this period.

Source of information: Facts and Figures of the Automobile Industry
page 125 of the seventh edition, 1933, and
page 125 of the twelfth edition, 1938.

ASSOCIATION OF THE AUTOMOBILE INDUSTRY, Registered
Association
(Second car Automobilindustrie e.V.)
Business manager
by order,
(signed) Vorwitz (signed) Lauth
(Vorwitz) (Lauth)

(page 3 of original)

No. 613 of the Roll Book (Urbandenrolle) for 1947.

I hereby certify the signatures given above of
1.) Wilhelm Vorwitz, cert. engineer, and
2.) Dr. Werner Lauth,
both having their residence at Goettinestr. 20,
Hannover-Linden.

Hannover, 15 October 1947.
I.S. Signator of the Notary, as the officially accredited
agent of the Notary, Dr. Walter Röser.

Computation of costs
Value: 3 000 RM

Fee, Article 26,39 of the RKO	4.00 RM
Turnover tax	0.12 "
Total	4.12 RM

(signed) signature
Representative of the Notary.

TRANSLATION OF KRUCH DOCUMENT No.2
CONTINUED

Kruch No.2
Exh.No. . .

CERTIFICATE OF TRANSLATION

10 December 1947

I, John Fogberry No.20179, hereby certify that I am
thoroughly conversant with the English and German languages,
and that the above is a true and correct translation of
Kruch-document No. 2.

John FOGBERRY, No.20179.

- 5 -
"END"

.....
x t r a c t

from a lecture given by Professor K.H. OJ on 22 May 1927 on the occasion of the General Meeting of the Technical Committees of the Association of German Iron Workers.

Technical and economic considerations relating to coal refinery, with special reference to high-pressure methods.

By Dr. C. DÖCK, Director of the I.G. Farbenindustrie,
....., in Ludwigshafen.

(I. Nitrogen fixation, using coal as a basis; resultant difficulties. Cost price of fertilisers produced via synthetic ammonia. II. Coal refining for the purpose of fluid fuel production via gasification. Purchasing development. Direct hydrogenation. Economic considerations).

.....
Page 9 :

.....
Summary.

The process of coal refining denotes on the one hand the transformation of coal into fluid fuels, but in the wider sense the production of fertilising agents from the nitrogen of the air by means of a basis.

synthesis, since the only expansive raw material needed by the latter industry is coal. The present state of these problems within the I.G. Farbenindustrie is described, and the prospects for further development discussed.

Further there is a description of ammonia synthesis from elements according to the Haber-Bosch method under the heading of the particularly economic process of nitrogen fixation, and the technical difficulties to be overcome in the application of the process, will receive particular attention. The production of the necessary gases (hydrogen and nitrogen) and the transformation of the ammonia into solid fertilizers is discussed in detail, since both factors are far more essential to the economic aspect of the process than the actual high-pressure synthesis. For these reasons the highly controversial question of whether it is more advantageous to operate with the lowest or highest possible pressure is actually irrelevant from the point of view of total costs. Numerous technical improvements in the production of ammonia as well as in its further processing into the various nitrogen fertilizers put on to the market by the I.G. Farbenindustrie, have resulted in a considerable fall in prices as compared with pre-war prices. This has made it possible for our agriculture to increase its consumption of nitrogen to an enormous extent as well, making it possible to export considerable

quantities of nitrogen products.

The second part of the work deals with the liquefaction of coal. After a few short observations on the process of dry distillation of hard coal and bituminous coal, the experiments of the Uerisoleon Linde and Soda-Fabrik are examined. In these experiments liquid products are claimed to be obtained from coal via carbon monoxide and hydrogen with the help of catalysts. The fundamental principle laid down in foundation in 1913 - that by the use of suitable catalysts higher hydrocarbons and derivatives with higher oxygen content can result from the catalytic hydrocarbonation of carbon monoxide, instead of the sole product methane up to now obtained - led to the work on methane synthesis, and to the production of higher alcohols and of hydrocarbons as practically exclusive reaction products.

Further section deals with the direct hydrocarbonation of coal. A short historical survey leads to the works of PERGTUS, by which it is proved that hydrogen in its elementary form can be combined with carbon from the most varied sources, producing mainly liquid products. Next comes a description of the I.G. Farbenindustrie A.G. process which is apparently being tested out on a large scale in the

plant in the building on one of the Lummelvork testing areas. By this process it is possible to obtain certain desired products on a very large scale by the use of the most varied catalysts. It will not be possible to estimate the question of the economic value of the new production process by means of the Loune plant. Even if the coal hydrogennation comes into competition with the petroleum oil industry, the latter will be able on the other hand to gain some advantage itself from the processes formed in the course of coal hydrogennation. In the I.G. Farbenindustrie, agents of another kind for accelerating reactions are being sought, for example electric fields and discontinuous and exactly defined radiation energy, to be used for the development of technical processes.

Certified to be a true and literal copy of the above document.

Hannover, 13 October 1947.

Signed W. BOLTMANN

TS 507.04.

TRANSLATION OF KREUCH DOCUMENT NO. 12 --
OFFICE OF COUNSEL FOR WAR CRIMES

Kreuch No. 12
Exh. No.

AFFIDAVIT

I, Dr. Franz Leppe, residing in Heidelberg, Albert-Ueberlosstrasse 24, have been duly warned that I render myself liable to punishment if I make a false statement in an affidavit. I declare under oath, that my statements are true and were made, in order to be presented as evidence to the Military Tribunal in the Palace of Justice Nuernberg, Germany.

After the assumption of power in 1933 Prof. Dr. Kreuch told me that Geheimrat Bosch has asked him what was to be done now, to which Krauch had replied, that one would have to watch national socialism closely, so that they could not do anything foolish whereupon Bosch replied: "You are the right man for that". Krauch is said to have objected to accepting an official position, but had been appointed to it by Bosch.

(Signed): Franz Leppe

Heidelberg, 4 October 1947

The above signature of Herrn F. Franz Leppe, resident of Heidelberg appended before me, is here-with certified as witnessed by me.

(signed): Eduard Lehl
Professor of law
special counsel for all defendants

CERTIFICATION OF TRANSLATION

11 December 1947

I, John POSSIBLY, No. 20179, hereby certify that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of Document Kreuch No. 12.

John POSSIBLY,
No. 20179.

-1-
(END)

TRANSLATION OF ERNUCH DOCUMENT No.55
OFFICE OF CHIEF OF COUNSEL FOR THE DEFENDANT

Ernuch No.55
Exh. No. . .

Affidavit

I, Dr. Franz Lippig, residing at Heidelberg, No.24 Albert-Uebel-
strasse, have first been warned that I am liable to punishment
for making a false affidavit. I declare under oath that
my testimony is the truth and was given for submission as evidence to
the Military Tribunal in the Palace of Justice, Nuremberg, Germany.

In 1912, when developments in the ammonia synthesis already held
out great promise of success Gohierat Bosch told me that the value
of the annual imports of salpeter from Chile to Germany was 200
million gold marks, and that this money ought to be saved.

Early in October 1914 Gohierat Bosch and I had to make a trip
to Krupp in Essen, there to order sheets, etc., of non-rust steel,
for the production of salpeter. When we waited at the railway
station in Frankfurt for the first train that was to take us to
Essen Gohierat Bosch remarked "Once this war (war) is over I
shall indulge in intoxication to the point of complete forgetfulness (don grossen Beisch minnes Lobens antrink'n)".

For the combustion of ammonia with the assistance of an iron-
manganese catalyst, - if I remember correctly - a patent application
had been filed just prior to the outbreak of the war in 1914. In
plant 360 a small-scale technical experiment was being carried on
with a combustion furnace with a diameter of 100 mm. The ammonia-
air mixture was admitted into the furnace through an opening of
approximately 20 mm at a point close to the catalyst so that

(page 2 of original)

the distribution of the gas was not at all good. As a result
the yield was not particularly satisfactory. On the basis of this
experiment immediate plans were made for a round combustion furnace
of 1.9 m diameter, for Oppau, which was put into operation there
in January of 1915, and gave complete satisfaction. Using this ex-
perimental furnace as a pattern the war time salpeter plant was
then built. From many utterances made by Gohierat Bosch one could
infer that he was opposed to war. He looked at all things from the
strictly scientific point of view.

His opinion about National Socialism is strikingly illustrated
by a remark he made to me in 1932. At that time I had to prepare
the data for the Nobel Prize Discourse which, that year, was to be
held by Gohierat Bosch in Stockholm. For that purpose I visited
him in his villa in Heidelberg. During the visit when we were both
alone I asked him what he thought of Hitler whereupon he replied
without hesitation: "He is a criminal; one merely needs to look
at him; he should be put up against the wall."

Heidelberg, 4 October 1947

(sign d.) Franz Lippig

TRANSLATION OF KRAUCH DOCUMENT NO.55
CONTINUED

Krauch, o.
Exh. No. . .

(page 2 of original cont'd)

The above signature of Dr. Franz Ley, residing at
No. 24 Lihrt-Uhrla-Strasse, I id. Id. B. R., appended before
is herewith authenticated and certified by me.

Nuremberg, 4 October 1947

(signed:) Eduard Weil
Ordentlicher Professor der
Rechtswissenschaft
(Professor of Law)
Special counsel for all
defendants

CERTIFICATE OF TRANSLATION

11 December 1947

I, John Fogarty, No. 20179, hereby certify that I have
thoroughly compared with the English and German languages,
and find the above is a true and correct translation of
Krauch document No. 55.

John FOGARTY, No. 20179.

- 2 -
END

- TRAILING OF THE DOCUMENT No. 11 -
OF 103 OF CHIEF OF COMBINED POW AND CRIMES

Krauch No. 11
Exh. No.

A f f i d a v i t .

I, Professor Dr. Boris R. Majorsky, Director of the Max-
Wilhelm Institute for Biophysics, Frankfurt a.M., have been
 duly warned that I am liable to punishment for making
 a false statement. I declare on oath that my statement is
 true and made for submission as evidence to the Military
 Tribunal, Palace of Justice, Nuremberg, Germany.

I herewith testify that Gehoerat Dr. Carl Bosch, in his
 statement made to this Commission, designated Prof. Dr. K. R.
 Krauch as his sole eligible successor in the Chairmanship
(Leitung) of the IG-Farben works. Only a few months before
 his death, Gehoerat Bosch spoke to me in a private conversa-
 tion, wherein he very sharply criticized Hitler's economic
 measures, approximately as follows: "When I am no longer
 Krauch will be the man to resist Hitler's policy.
 For this reason I want him to become my successor with IG;
 otherwise IG will be lost, and still more damage will be done."

Frankfurt a.M., 6 October 1947

(signed): Prof. B. Majorsky.

(page 2 of original)

No. 312 of the document register (Urkundensrolle) for 1947.

I herewith attest to the above signature of Prof. Dr. Boris
 Majorsky, Frankfurt am Main, Posthausstrasse 70.

Frankfurt am Main, 9 October 1947

TRANSLATION OF KRAUCH DOCUMENT NO. 11
CONTINUED

Krauch No. 11
Exh.

(page 2 of original cont'd)

Cost record:

Value:	2,000.00 RM
Fees Soc. 39 PFO (1)	RM 3.00
Turnover tax:	" 0.09
Total	RM 3.09

(Stamp): (sigd): Dr. Wilhelm
Dr. Anna Wilhelm Notary
Notary - Frankfurt

DETAILS OF TRANSLATION

10 December 1947

I, George Goodman, No. 34 789, hereby certify that I am
thoroughly conversant with the German and English languages
and that the above is a true and correct translation
of Krauch document No. 11.

George GOODMAN,
No. 34 789.

- 2 -
" ENL "

TRANSLATION OF KRAUCH DOCUMENT No.24
OFFICE OF CHIEF OF COUNSEL FOR AIR CRIMES

Richard Norton

Krauch No.24
Exa. No. . .

Frankfort-on-Main,
16 October 1947
No.14 Rauteregg NH/B1.-
Telephone 5 0151

Affidavit

I, the undersigned Dr.h.c. (honoris causa) Richard Norton have been warned that I am liable to punishment for making a false statement under oath. I declare under oath that the deposition which I make hereinafter is in accordance with the truth and for submission as evidence to the Military Tribunal at the Palace of Justice, Nuremberg.

I have personally known Professor Dr. Carl Krauch for many years since my company, Intelligoellschaft, maintained business relations in various fields with the former Brüderlechse Linien- und Seinfabrik now I.G. Farbenindustrie A.G. In some instances we had joint interests. I also met and talked to Professor Krauch from time to time during the Nazi period, following the resignation of my older brother who had been a member of the I.G. Aufsichtsrat. I myself was temporarily a member of the I.G. Aufsichtsrat during the Nazi period and in that capacity, I likewise maintained relations with Professor Krauch. Considering those contacts over a great number of years I do not hesitate to say with conviction that not only was it natural for Professor Krauch to express increasing scepticism towards the National Socialist ideology but also towards the entire regime. That his entire disposition and attitude could never favor a regime of that type is patently clear to him, in,

(page 2 of original)

in my opinion, borne out by the fact that the late Geheimrat Professor Dr. Karl Bosch had assigned Professor Krauch to be his successor. Professor Bosch, with whom I was reasonably well on very close terms of friendship, at no time condoned his aversion to National Socialism. As far as I know him he never would have appointed a man his successor of whom he would have had reason to assume that he was in sympathy with the regime. I also think it very likely that he agreed to Professor Krauch accepting a responsible position in the Four-Year-Plan, this to have been ensured that elements in opposition to the principles endorsed by Bosch and Krauch might be prevented from gaining influence.

Saying that I remained in Germany until April 1939 and was forced until then to emigrate on account of my Jewish antecedents and had been forced by the government to withdraw from my functions as chairman of the Aufsichtsrat of Intelligoellschaft A.G. not until the spring of 1938, I believe to be in a good position to express

TRANSLATION OF KRUCH-DOCUMENT No.24
CONTINUED

Kruch No.24
Exh. No. . .

(page 2 of original cont'd)

an opinion on the conditions prevailing at that time and on the attitude of personalities with whom I was more closely associated, Professor Krauch being one of them, and it is also for this reason that I consider it my duty towards the Tribunal to make my views known.

(signed:) J. Norton

The above signature of Dr.h.c.Richard Norton (a British subject), residing in 14 Rauterkue, Frankfurt-on-Main, suspended in my presence, is hereby certified, in witness whereof I sign:

Frankfurt-on-Main,
15 October 1947

(signed:) Heinrich von Roskitt
(attorney at law)

CERTIFICATE OF TRANSLATION

10 December 1947

I, George Goodman, No. 34789, hereby certify that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of Kruch document No. 24.

George GOODMAN, No. 34789.

- 2 -
"GPD"

TRANSLATION OF BRITISH DOCUMENT No. 25
OFFICE OF CHIEF COUNSEL FOR WAR CRIMES

affidavit

Krauch No. 25

Pxb.

I, Kurt Freiherr von Lersner, Nieder-Erlenbach, Post Vilbel,
(Oberhessen), born 12 December 1883, have in the first place
been duly warned that false statements on my part will render me
liable to punishment. I declare on oath, that my statement
is the truth and is made to be used as evidence by the Military
Court, sitting in the Court House in Nuremberg.

- 1.) I was president of the German peace delegation in Versailles
in the years 1919/20 and on this occasion made friends with
Geheimrat Carl Bosch. Since 1929 I had a working agreement with
the I.G.-Arbenindustrie A.G., in which capacity I advised
especially Geheimrat Bosch. My personal aim since decades has
been to promote world peace in the interest of honest cooperation
between Germany and France. In this aim I was always
most warmly supported by Geheimrat Bosch.
- 2.) From statements made by Geheimrat Bosch to me I was aware
of his strong opposition to National Socialism. One of
his closest collaborators and friends was Geheimrat Krauch,
told me repeatedly, was Prof. Dr. Carl Krauch, to whom moreover
he introduced me personally. At the meetings between Bosch,
Krauch and myself which took place several times, I saw
how close the connection was between Bosch and Krauch. This
made me understand that Krauch in spite of his formal member-
ship of the NSDAP could not be a true national socialist.

(page 2 of original)

As far as I can judge from the discussions which took place
in my presence, I consider Prof. Krauch to be an absolutely
reliable and valuable person, a fact which Bosch also told me
repeatedly. In order to protect science against Hitler, one
of Bosch's chief aims, Bosch warmly assisted Krauch's parti-
cipation in the Four Year Plan, as I can remember from
statements made by Bosch.

(Signed): Freiherr von Lersner.

Nieder-Erlenbach, 6.X.1947

The above signature of Kurt Freiherr von Lersner, Nieder-Erlen-
bach, was executed before me, and is hereby certified and
witnessed by me:

Nieder-Erlenbach, 6 October 1947

(sigd): Heinrich von Kospott
(attorney at law).

TELETYPE OF FRAUCH DOCUMENT NO. 25
CONTINUED

Frauch No. 25
Exh. No.

CERTIFICATE OF TRANSLATION

9 December 1947

I, George Goodman, No. 34 789, hereby certify, that I am thoroughly conversant with the German and English languages and that the above is a true and correct translation of Frauch document No. 25.

George GOODMAN,
No. 34 789.

- 2 -
" END "

TRANSLATION OF KRAUCH DOCUMENT No. 51
OFFICE OF CHIEF OF COUNSEL FOR THE GERMANS

Krauch No. 51
Exh.

APPENDIX I

I, Gustav Krastel, born on 27 January 1889 in Ludwigshafen/Rhein, have been duly warned that false statements made on my part will render me liable to punishment. I herewith state on oath that my statements are true and were made in order to be submitted as evidence to the Military Tribunal at the Palace of Justice, Fuerstberg, Germany.

Since 1919 I have been working for the IG Farbenindustrie AG as a businessman in Ludwigshafen. In 1931 I was transferred with the Oil Department to Berlin Fu 7.

It was customary prior to 1930 to have all dealings with the government offices - this concerned mainly the Ministries for Finance and Economics - taken care of by the gentlemen of the finance and economics department of the IG in Berlin Fu 7. Already in 1930, however, Prof. Krauch asked me to submit to him directly all enquiries which were directed to our office by the ministries in matters concerning Sparte I (nitrogen, oils, and coal mines). These instructions were given because of various misunderstandings which had arisen owing to the lack of technical knowledge on the part of the gentlemen of the finance and economics department.

In 1934 I was replaced by other gentlemen as I had to concern myself more and more with the purely business side of the oil trade owing to the increase in the production of synthetic oil and the subsequent larger sales.

In 1936 Prof. Krauch named me to the authorities as the "Vermittlungsstelle", to whom all enquiries

(page 2 of original)

by the ministries concerning Sparte I should be directed. I retained this title even when I stopped dealing with those matters. I am, therefore, the first chief of the "Vermittlungsstelle" which later developed into the "Vermittlungsstelle II". Herr Professor Krauch personally never was chief of the "Vermittlungsstelle" or the "Vermittlungsstelle I" but was merely the highest authority of the "Vermittlungsstelle" in so far as it was concerned merely Sparte I and later of the "Vermittlungsstelle II" insofar as it was concerned with Sparte I.

Berlin, 22 October 1947

(signed): Gustav Krastel.

TRANSLATION OF KRAUCH DOCUMENT NO. 51
CONTINUED

Krauch No. 51
Exh. *****

(page 2 of original cont'd)

I herewith certify and authenticate the above signature, appended in my presence, by the businessman Gustav Krautscholl, residing at Berlin E. 54, Brunnenstrasse 185/90.

Berlin, 22 October 1947

(Stamp): (sigd). H. Noser v.v.
(Costa:) District of the Prussian Supreme Court
of Appeal, Berlin
No. 78 year 1947 of the Notary
public's register,

CERTIFICATION OF TRANSLATION

20 December 1947

I, John Fosberry, No. 20 179, hereby certify that I am thoroughly conversant with the German and English languages and that the above is a true and correct translation of Krauch document No. 51.

John FOSBERRY,
No. 20 179.

- 2 -
" END "

TRANSLATION OF THE NAZI DOCUMENT NO. 15
OFFICE OF CHIEF OF COURTS FOR WAR CRIMES

Krauch No. 15
Exh.No.

AFFIDAVIT

Dr.

I, Gerhard Ritter, at present Nuernberg prison, have been duly warned that I render myself liable to punishment if I make a false statement in an affidavit. I declare under oath, that my statements are true and were made, in order to be presented as evidence to the Military Tribunal in the Palace of Justice Nuernberg.

- 1.) As far as the mobilization plans concerned armament plants, i.e., in the chemical industry mainly, powder and explosive installations and other plants owned by the army, the request for the preparation of plans for mobilization was made by the military economy staff of the High Command of the Army i.e., by the armament Inspectorates.

In the case of the so-called war- and vital plants, that is the greater part of the plants of the chemical industry, this work was done by branch offices of the Reich Ministry for Economics, the Land economic ministries.

- 2.) In this connection I should like to mention that the district representatives of the plenipotentiary General for chemistry were not attached to the armament inspectorates but to the Land economic ministries. This, in my opinion, shows that the importance of the plenipotentiary general for chemistry was not actually centred on the armament sector.
- 3.) The exercises (Plauspiel) were carried out at the request of the Military Economy Staff (General Thomas); they were to demonstrate in the form of a manoeuvre the effect of aerial attacks on industrial installations, the removal of the resultant damage and the measures that upon becoming necessary in the way of direction of production within the Monopol.

(page 2 of original)

The idea of the military economic organizations, in conjunction with the idea of the exercises, was said to have been copied, as I heard at the time, from foreign examples particularly in USA.

Nuernberg, 21 November 1947

(Signed): Dr. Gerhard Ritter.

The above signature of Herr Dr. Gerhard Ritter, appended before me, is herewith certified and witnessed by me.

(Signed): Heinrich von Rospatt
(Lawyer)

TRANSLATION OF BRAUCH DOCUMENT NO. 15
CONTINUED

SIGNATURES OF TRANSLATOR

11 December 1947

I, John JOSEPH, No. 20179, hereby certify that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of Brauch Document No. 15.

John JOSEPH,
No. 20179.

- 2 -
(LBD)

Affidavit

- - - - -

I, Professor Dr. Carl Krauch, at present in Nuernberg, Palace of Justice, have been warned that I shall be liable to punishment for making a false statement. I herewith declare under oath that my statement is true and was made in order to/submitted as evidence to the Military Tribunal in Nuernberg, Palace of Justice.

- 1) Apart from the Office for German Raw and Industrial Materials, later on called the Reich Office for Economic Development, there were the following offices within the Four Year Plan:
- The Reich Commissioner for Price Control,
 - Group Food,
 - Group Labor
 - a) Assignment of Labor
 - b) Welfare Policy Questions,
 - Group Allocation of Raw Material,
 - The Reich Commissioner for the salvaging of old materials.,
 - Group Foreign Exchange,
 - Group Forestry,
 - Group Transportation,
 - Group Foreign Trade,
 - Group Industrial rates,
 - Zappler Sphere of Work: Exploration of German Soil.

2) Besides the Plenipotentiary General for Special Questions of Chemical Production (Gobachemie) there were the following Plenipotentiaries General within the Four Year Plan:

The Plenipotentiary General for Iron and Steel Control,

The Plenipotentiary General for the Motor Vehicle industry,

The Plenipotentiary General for Telecommunications,

The Plenipotentiary General for the Building Industry,

The Plenipotentiary General for the Electric Power Industry,

The Plenipotentiary for the Production of Mineral Oil,

The Plenipotentiary for the Increase of Coal Production

and

The Plenipotentiary for the Transport of Coal,

The Plenipotentiary for the Construction of Machinery,

also the following offices:

The Research Institute for War Economy,

The Warthet Office

The Reichswerke Hermann Goering,

The Statistical Central Committee,

The Small Council of Ministers,

The General Council.

After the outbreak of war and when the second Four Year Plan was started (1940 - 1944) a number of other offices of the Four Year Plan were added to the above mentioned offices.

Krauch Document No. 63

Krauch Exhibit No.

Nuernberg, 23 December 1947

signed: Dr. C. Krauch

I, Dr. Heinrich von Rospatt, attorney-at-Law, herewith certify
the above signature of Professor Dr. Carl Krauch, at present
in Nuernberg, Palace of Justice.

Nuernberg, 23 December 1947

signed: Heinrich von Rospatt
(Attorney-at-Law)

I herewith certify that this is a true and correct copy of the
above document:

Nuernberg, 29 December 1947

signed:(Dr. Conrad Boettcher)
attorney-at-law

Affidavit
- - - - -

I, Professor Dr. Carl Krauch, at present in Duerenberg, Palace of Justice, am aware that I shall be liable to punishment for making a false statement. I herewith declare under oath that my statement is true and was made in order to be submitted as evidence to the Military Tribunal in Duerenberg, Palace of Justice.

The work in the "Research and Development" department of which I was in charge within the Office for German Raw and Industrial Materials, later on called the Reich Office for Economic Development, especially concerned the following fields:

Fabrics

As substitute for cotton, wool and raw silk till then imported from abroad, we had in Germany flax fiber from the flax plant, also hemp fiber from hemp. Experiments were conducted in order to obtain similar fibers from the stinging nettle and other fiber plants. A serviceable substitute fiber was produced by a chemical process (hydrolyzing of cellulose with caustic soda solution and Xantogenat).

Also

through the "Lanuse" method a fiber was developed, with characteristics similar to wool.

In later stages it was possible to produce by a chemical process a raw silk fiber similar to the American Sylon fiber. By breeding silkworms in Germany it was possible to combine this natural fiber with the synthetically produced fiber and in this way obtain a useful supplement to German raw silk production. The raw material for obtaining cellulose which had always been mainly supplied by fir wood imported from Finland and the northern countries, was supplemented by processes which made it possible to use domestic wood (pine and beech tree wood) for the production of cellulose. Other raw materials, such as reeds, potato plants (Kartoffelkraut), were also used for suitable chemical processes to produce cellulose. Moreover experiments were conducted for the use of straw to produce cellulose straw for the manufacture of paper.

Rubber:

As substitute for rubber imported from abroad, the Buna process was being used. The I.G. Farbenindustrie had been working on this for decades, and had used various chemical production methods, (partly by way of Isopren).

During the years just before the war it was found, however, that the only process that could be used under German conditions was the actual Buna process which by using the so-called "Four stage" process led from carbide-acetylene to butadiene. Rubber-like substances which could be used in the rubber sector were Oppanol, also synthetic materials based on polyvinyl, such as Igolit and Vipolam.

In the field of synthetics a number of insulators - for instance in the case of cables, lead - were substituted by those polyvinyl substances. Polystyrol derivatives also took the place of hard rubber for combs and similar articles of every day use.

- Buna could also be used as a substitute in the leather sector. Here it was found possible to produce Buna soles containing 29% Buna, and filling substances such as leather fibers; also soft leather by using latex as filling material.

Tanning materials.

In the field of tanning materials, which so far also had to be imported from abroad in the form of quebracho wood, and had to be extracted, it was possible to produce suitable materials synthetically by producing Tanigard for the tanning of the usual natural leathers.

Resins:

In the field of resin processes were developed by which natural resin could be obtained by extraction from pine wood or pine tree stumps. There too, by using suitable chemical syntheses, substances were obtained which were equal in all respects to natural resin.

Mineral Oil:

In the mineral oil sector there were a number of completed methods which had been tested on a large industrial scale, such as the coal hydrogenation method according to Borsig and IG, by which all propellants and lubricants used in the mineral oil sector could be synthetically manufactured. There was also the Liecaer-Doppel-Preges, which was based on a synthesis (carbon dioxide and hydrogen) and which mainly produced valuable Diesel oils and later on paraffin necessary for other syntheses. By the Pott-Preges-method valuable oils for porting purposes were obtained by procedure hydrolysis from coal. These possessed a quality of particular interest to the navy, inasmuch as they were heavier than water, which meant an end to the dreaded fires at sea.

In the field of lubricants it was found possible to produce valuable lubricants from olefins, ethylene and other unsaturated hydrocarbons which could meet the high

demands of an aircraft engine and which resulted in products better in some respects than the lubricants which had until then been produced from natural mineral oils.

In order to become as little dependent as possible upon natural oil methods were required by which motors could be driven by gas propulsion, such as wood_gas_generators or peat_coko_generators. Those methods were used especially in the districts which had plenty of wood in the agricultural parts of Germany.

Fats:

In the field of fat production it was found possible to find suitable methods which could at least cover part of the deficit. By means of a refining process, suitable edible fats were produced from rapeseed oil.

Another important problem in the food sector was the production of suitable synthetic fats on the basis of fatty acids which had been obtained by oxidation of paraffin and synthetic glycerine via Propan. It had been found that if submitted to a suitable preliminary treatment these fats in particular were perfectly fit for human consumption. In my own household these fats have been used for many years for cooking purposes without any harmful

effects having been observed.

A number of experiments were conducted also in university institutes. In particular there were the detailed discussions with the Professors Thomas and Schlesinger of Leipzig University, the purpose of which was to pronounce synthetic fats to be perfectly suitable for human consumption. In the beginning these did cause indigestion; succinic acid (bicarbon acid) had been found in the urine. After repeated experiments it could be proved that uneven and split fatty acids did not show those tendencies. This fact was pointed out to all firms engaged in the production of synthetic fats and caused them to change their methods.

Other experiments were being conducted which consisted in cultivating special yeasts to enrich the fat content of those yeasts in order that these too could be made available for human consumption.

Through oxidation of the paraffins obtained according to the Fischer or coal distillation process it was found possible to produce synthetic fatty acids which became very valuable as basic products for the manufacture of soap, thus replacing for human consumption the animal fats which up till then it had been necessary to use.

TRANSLATION OF EXHIBIT No. 87
Exhibit No.....

Other materials besides sulphonated alcohols proved themselves to be suitable, especially for cleansing purposes. On this basis there developed not only in Germany but also in U.S.A. an industry on a large scale, so that today a very considerable proportion of the soap produced is manufactured in this purely chemical way.

Apart from the above-mentioned fatty acids derived from oxidized paraffin-fatty alcohol sulphonates, the manufacture of Mersol from Kogasin, a by-product of the Fischer-Tropsch synthesis, also played a large part in this connection. This process also has now been generally adopted in U.S.A., and has an outstanding chance of reaching a position of great importance in the present world shortage of fats.

Albumon

Another German province where sensible deficiencies could not be met by home production, was that of albumon. A very valuable source of albumon was created in dry yeast which was produced by suitably treating sulphite waste liquor, otherwise processed into alcohol. The wood sugar produced according to the Borgius process could also upon suitable treatment be

TRANSLATION OF KRAUCH NO. 87
Exhibit No.

turned into albuminous yeast and it was thus possible to secure a better return for the whole of the Bergius wood sugar process.

In addition, by cultivating certain kinds of yeast on shreds of certain root crops (Rübenschnitzeln), it was possible to produce yeasts with properties resembling those of albumen.

A further field, hitherto neglected, was the production of albumen by using whey; the whey had hitherto been chiefly used as cattle fodder, or else to a certain extent not used at all.

It was necessary to find an alternative for the energy-producing fodder, used for feeding dairy cattle, and therefore very important for our production of fats and albumens. It also had been supplied by imports of soya or oil cakes for example from abroad. The suggestion was made to change the chemically produced urea (synthesis of ammonia and carbonic acid) into protein, by means of the bacteria in the lining of the first stomach of ruminants, so that it became possible to replace by urea up to 50% of the vegetable albumen fed to the animal.

Animal Foods:

In the field of animal foods a process was successfully discovered whereby, by decomposing straw with hydrochloric acid,

TRANSLATION OF EXHIBIT No. 67
Exhibit No. *****

carbohydrate foods were produced which could easily be digested by the animal stomach.

Sulphur:

A very important starting-point for all chemical synthesis is sulphur or iron/ pyrites, which hitherto had to be imported from abroad. By means of the alkalid process it became possible to obtain sulphur in considerable quantities from gas purification in the form of a pure 100% sulphur which up to then had been imported from Sicily. A proposal had been made to the S.G. Farbenindustrie, for cheap sulphur sulphide, which occurred frequently in Germany, into sulphuric acid or corresponding processes.

Phosphates:

In the field of phosphoric acid, so important for questions of fertilisation, attempts were made to replace to a certain extent the phosphates /hitherto imported from abroad by processing the less valuable phosphates occurring in Germany.

A further source of phosphates presented itself in the slag with a high phosphoric acid content resulting from the processing of Salzgitter ore, which could be processed into Thomas coal.

TRANSLATION OF KRAUCH No. 87
Exhibit No. *****

Copper:

There was only one fairly large source of copper in Germany and that was in the Mansfeld area. The shortage of copper therefore encouraged the substitution of aluminum more and more for the copper used in the electrical industry, since aluminum showed the same qualities of lightness. In the case of aluminum there had been a certain dependence on countries abroad because of the fact that bauxite, the raw material for aluminum production also had to be imported from abroad, since no suitable sources were available in Germany. Processes were now promoted here with the idea of producing the necessary alumina from native clay for the production of aluminum.

The case with magnesium was different as there were waste-lyes available in Germany for potash production. For this reason the attempt was made to substitute magnesium for certain branches using aluminum, since magnesium had in addition the advantage of having a very low specific gravity.

* * * * *

In mentioning a few smaller but important fields for economising in foreign exchange, asbestos synthesis should be included here as it became possible to arrive at powdered asbestos, even asbestos fibre, starting from suitable German raw materials.

TRANSLATION OF KRAUCH No. 87
Exhibit No.....

Important gut products hitherto imported from abroad for butcher establishments were able to be replaced by collophane materials or Naturin, a product which occurred as a by-product to leather production in the Froudenborg-Weinheim leather factory.

In the effort to make further economies in imports in the mineral-oil field, attempts were also encouraged by us to burn coal-dust in motors.

In the same way, the motor industry was encouraged to use gas oils deficient in hydrogen for their purposes, as they could be produced in Germany by a hydrogenation process just as economically as the imported oils.

As a substitute for tin, which was chiefly used in the production of tinned sheet iron for preserves, synthetically produced varnishes were successfully used which proved to be completely equal in value to tin as a protection from corrosion.

In the field of medicine the processes for the synthetic production of Ephedrin (important for circulatory disturbances) and coffin, were helped forward.

TRANSLATION OF KRAUCH No. 87
Exhibit No.*****

All the above-mentioned activities were carried out with the support of my department "Research and Development". The support extended in particular to the allocation of duties, financing of research work, allocation of materials, securing of scientific assistance, protection by patents and exchange of experience with other research institutes.

The investment of 9.5 billion Reichsmark per year was supposed to result in a saving of 2.1 billion Reichsmark in foreign exchange. Just to give a few examples from the principal fields of activity, the following figures may be quoted:

Sphere:	Saving in Millions of RM per year
Textiles	433
Mineral oil	245
Food	330
Wood	220
Yeast	200
Buna	65.

Nuremberg, 29 December 1947

Signed Dr. C. Krauch.

I, Dr. Heinrich von Rospatt, Attorney, herewith certify and witness the above signature of Prof. Dr. Carl Krauch, at present in Nuremberg, Palace of Justice,

TRANSLATION OF KRAUCH No. 87
Exhibit No.*****

who signed in my presence:

Nuremberg, 29 December 1947

Signed: Heinrich von Rospatt
(Attorney)

Certified to be a literal and true copy of the above document:

Nuremberg, 29 December 1947.

(Dr. Conrad Boettcher)
Attorney.

TRANSLATION OF KR.DOC No. 66
Exhibit No.

- AFFIDAVIT -

I, Dr. Adolf Mueller, residing at Heidelberg, Albert-Ueberlestr. 23, have been warned that I shall be liable to punishment for making a false statement. I herewith declare under oath that my statement is true and was made in order to be submitted as evidence to the Military Tribunal at the Palace of Justice in Nuremberg.

In November 1939 I was assigned by my firm, the I.G. Farben-industrie A.G. at Ludwigshafen/Rhine, as honorary collaborator to the Office of the Plenipotentiary General for Special Questions of Chemical Production (Gesellschaft für Chemie) in Berlin, while still retaining my position in the department of the Directorate of the Nitrogen Works (Stickstoffwerk) Oppau. In conformity with my former activity I dealt mainly with problems concerning the production of nitrogen and am therefore in the position to say the following about the activities in that office and its chief, Professor Dr. C. Krauch, during my time of office:

The task of the Plenipotentiary General for Special Questions of Chemical Production was to supervise as an export the development of the chemical industry within the sphere of the Four Year Plan. It was the task of the OMI and the Reich Ministry of Economics to determine the requirements for the individual chemical products, a task which was later on taken over by the Ministry for Armaments. The result of their findings, the so-called "planning of requirements" was given to the Plenipotentiary General in the form of a requirements sheet. On the basis of this his office — as the competent office of the technical exports of the industry — had to draw up the technical plan.

TRANSLATION OF DR. KRAUCH No 165
Exhibit No.

for the extension of existing plants or the setting up of new plants in order to meet these requirements. On the strength of these plans of the Plenipotentiary General the quantities of building material and number of workers that had to be made available for the construction, and the quantities of raw material such as coal etc., which would be necessary for the operation of these plants, were determined. However, these requirements had first to be approved by the above mentioned offices (i.e. building material by the Plenipotentiary for the Building Industry, labor by the Plenipotentiary General for the Assignment of Labor) before the Industry could ask for the execution of the individual extensions.

The Plenipotentiary General for Special Questions of Chemical Production was not authorized to decide as to the current production of the chemical works; he could neither issue production orders, nor was he allowed to interfere with the allocation of the production; the Ministry for Armaments was even strictly opposed to the Plenipotentiary General being informed by the works about the level of production.

As the task of the Plenipotentiary General for Special Questions of Chemical Production was limited to giving his expert opinion on the technical development, it was necessary for Professor Krauch to have as collaborators men from the industry who had technical experience in the special fields with which they were to deal; the men were not chosen according to Party-political views and I do not know of any case where this was done. I myself was never a Party member or member of any formation; neither when I started my activity nor at any time during the five years of office,

was I ever questioned by Professor Krauch about it or urged to join the Party. I also do not know of anybody else from the Office of the Plenipotentiary General for Special Questions of Chemical Production who was asked by its chief to join the Party. During the official conferences with Professor Krauch, which I attended frequently, sometimes daily, only matters pertinent to our technical tasks were discussed. Politics were never discussed. In my opinion, even if any of his collaborators had attempted to do so, Professor Krauch would not have been willing to discuss such matters or to try to influence anybody politically. As far as I knew, during the five years only one roll-call (Betriebsappell) took place, which I, too, attended, and that was at the New Year. Professor Krauch, who did not like to speak to a large number of people, only gave a short address, in which he merely asked the collaborators to do their duty and invited them to co-operate and to put aside all rivalry.

As chief of the office, Professor Krauch demanded extremely hard work; the given tasks had to be completed at the set date, which meant disregarding normal working time; the collaborators gladly submitted to this demand, because the chief gave them the best example and because they respected Professor Krauch for his clear and objective attitude and for his outstanding technical knowledge. If, however, one of his collaborators had personal troubles such as illness,

Krauch No. 66

Exhibit No. . . .

illness in his family etc, Professor Krauch showed great human understanding and helped generously.

Heidelberg, 2 December 1947

signed: Dr. Adelph Mueller

signature

I, Professor Dr. Eduard Wohl, herewith certify the above signature of Dr. Adelph Mueller, residing at Heidelberg, Albert-Ueberlestr. 24.

Heidelberg, 2 December 1947

signed: Eduard Wohl

University Professor at Law

Special Counsel of all Defendants.

Krauch No. 66

Exhibit No. . . .

I herewith certify that this is a true and correct copy
of the above document.

signed: Dr. Conrad Bechtcher

Lawyer

TRANSLATION OF KRÄUCH NO. 67 --
Exhibit No.....

AFFIDAVIT

I, Dr. Adolf Mueller, residing in Heidelberg, Albert-Ueberlestr. 24, have been warned that I shall be liable to punishment by making a false statement under oath. I hereby declare under oath that my statement, which was made by way of evidence to be submitted to the Military Tribunal in the Palace of Justice, Nuernberg, Germany, contains nothing but the truth.

Regarding the influence of the I.G. Farbenindustrie in the Reich Office for Economic Development and in the Office of the Plenipotentiary General for special questions of chemical production I have, on the basis of my knowledge and recollection, but without having had any written documents placed at my disposal and after speaking with other gentlemen who were active in those offices, made the following statement.

Acadomical collaborators of the General Plenipotentiary Chemistry or University trained persons.

TRANSLATION OF IRVING No. 67
Exhibit No.

		Autumn 1939	Autumn 1944
		Number	Number
Geboschem	I.G.	17	37
(Plenipotentiary for Chemistry)	Other firms	12	16
	State	25	42
Total:		64	95
		100,0	100,00
Reich Office	I.G.	3	3
	Other firms	2	4
	State	29	26
Total:		34	33
		100,0	100,0
Geboschem and Reich Office	I.G.	20	40
	Other firms	14	20
	State	54	68
Total:		98	128
		100,0	100,0

Subdivided according to Main Department Chiefs

Department	Position held in the autumn 1939 by:	Position held in the autumn 1944 by:
Main Department I (Geboschem)	Ritter (paid by I.G.)	Ritter (paid by I.G.)
Main Department II (RWA - Reich Office for Economic Develop- ment)	Baur (paid by the Reich)	Baur (paid by the Reich)
Main Department III (RWA - Reich Office for Economic Develop- ment)	Engeroff (paid by the Reich)	Baur (paid by the Reich)

Holmberg, 2 December 1947

signed: Dr. Adolf Mueller

TRANSLATION OF KRADUCH No. 67
Exhibit No.

I, Prof. Dr. Eduard Wahl, hereby certify the above signature
of Herr Dr. Adolf Mueller, residing in Heidelberg, Albert-
Ueberlestr. 24.

Heidelberg, 2.12.1947

signed: Eduard Wahl
Full Professor of Law
Special Counsel to all Defendants.

Certified a true and correct copy of the above document.

Dr. Conrad Bootzchor
Attorney-at-Law.

TRANSLATION OF KRAUCH DOCUMENT No. 27
ORIGINAL OF CHIEF OF COASTAL FORCES XLI ES

Krauch No. 27
Exh.

A f f i d a v i t .

I, Dr. Walther Schieber, at present in Nurnberg, have in the first place been duly warned that false statements on my part will render me liable to punishment. I declare on oath, that my statement is the truth and is made to be used as evidence by the Military Court, sitting in the Court House in Nurnberg.

- 1.) I know Prof. Carl Krauch from my 12 year membership in the IG Farbenindustrie and from his work at the Reich Office for Economic Planning and my responsible position in the Reich Ministry for Armaments and War Production. I left the IG because of technical differences with my department chief, but on a friendly understanding.
- 2.) Prof. Krauch has always endeavored in the chemical/familiar to me during his work in the Reich Office of Economic Planning, to represent the interests of the whole of the industry objectively. He also took sides against the direct wishes and interests of the IG Farbenindustrie, if he could be convinced that the general interests demanded this. I look upon this as a proof for the neutrality and objectiveness of Prof. Krauch that he supported fields

(page 2 of original)

my request for a license of the Lanuse process for the Thuringische Zellwolle AG., the chairman of the Vorstand of which I was, and that because of his influence a license was granted.

- 3.) In 1941 I was appointed by Minister Todt to perform a special chemical duty in the Ministry and had to deal with organisational questions of the chemical industry. In this the position of the Party to IG and above all to Prof. Krauch played a special role. Reich Leader Martin Bormann has repeatedly pointed out to Dr. Todt that the IG by reason of their former foreign connections, but also on the basis of their innergerman behavior must be looked upon as unreliable and that there are a number of complaints against the IG before the Party leadership from the Gauleiterships. Dr. Todt on occasion informed Prof. Krauch of this in person and, or charged me to talk to Dr. Krauch in some cases and to draw his attention to the views of the highest Party offices. Dr. Krauchs church interests were often brought up against him.

TRANSLATION OF NAZI DOCUMENT NO. 27
CONTINUED

Krauch-Nr. 27
-xh.Nr.

(page 2 of original)

- 4.) Prof. Krauch has earned great credit for the support of science. In the field of chemistry he built up an organization which was based on a free and independent administration of science. The organization worked splendidly so that Prof. Krauch worked out on the same basis of ideas a plan for the organization of the other sciences especially, also for so-called "free science", which he submitted to Goering; unfortunately this plan was never put into effect.

As far as I know, Simmler's opinion in particular was decisive in this, who on the basis of statements by the security police considered Prof. Krauch a man, who aimed at international understanding and of whom it was thought that during the war also he did not break off his connections with the USA. Simmler personally has at least on two occasions discussed the person of Krauch with me and replied to my objections that the reports by the security police leave hardly any doubt regarding the at least inactive if not negative attitude to the policy of the third Reich.

(sigd.) witness Nehmeyer

Nuremberg, 13 November

The above signature of Dr. Walther Schieber, at present in Nuremberg, Court-prisoner, was executed before me, and is hereby certified and witnessed by me:

Nuremberg, 13 November 1947

Heinrich von Rosppatt
(Attorney at law.)

TRANSLATION OF KRAUCH DOCUMENT NO. 27
CONTINUED

Krauch No. 27
Exh.

CERTIFICATE OF TRANSLATION

9 December 1947

I, George Goodman, No. 34 789, hereby certify that I am duly appointed with the German and English languages and that the above is a true and correct translation of Krauch-Documant No. 27.

George Goodman
No. 34 789.

- 5 -
" E(L)"

Balingen, 8 November 1947

Affidavit

- - - - -

I, Dr. phil. Julius Altpeter, Balingen (Wuerttemberg), Bebboltstrasse 5, have been duly warned that I shall render myself liable to punishment by making a false affidavit.

I declare upon oath that my statement is true and is being made in order to be submitted as evidence to the Military Tribunal in the Palace of Justice, Nuernberg.

I am a chemist and from 1928 onwards was an official in the service of the Reich. I qualified for my doctor's degree in 1922 at the University of Berlin, worked in Industry until 1928, and in that year entered the Reich Patent Office in Berlin where I became Government Councillor (Regierungsrat), Senior Government Councillor (Oberregierungsrat), and temporary member of the Senate of Complaints. At the end of 1937 I was transferred to the "Office for German Raw Materials and Synthetics", taking up my duties there in about February or March 1938 when the office was divided. I first joined the newly formed Reich Agency for Industrial Development (Reichsstelle fuer Wirtschaftsausbau) later called the "Reich Office for Industrial Development" (Reichsamt fuer Wirtschaftsausbau), still in the capacity of Senior Government Councillor. Later I became a "Director of the Reich Office for Industrial Development". I was in charge of "Mineral Oil Department P" (planning). This department was responsible for

planning the development and extension of all types of mineral oil plants. This included, for instance, the procurement and assessment of data on the production processes to be chosen, basic raw materials, building and construction material requirements, power, communication and transportation facilities, construction period, type and quantity of goods the production of which is the purpose of this extension program and the like.

These data were to be compiled in close cooperation with the various industrial concerns in such a way that they could be passed on to the appropriate offices in order to facilitate decisions on the execution of the projects in hand. The authorities mainly concerned were:

The Commissioner for the Four Year Plan,

Reich Ministry of Economics,

Supreme Command of the Wehrmacht,

High Command of the Luftwaffe,

* * * * Navy,

Reich Office of Industrial Planning (Reichsstelle
für Raumordnung).

Generally, the approval of all these offices was required, if such a scheme was to be carried out. With the beginning of the war, the weight of authority was repeatedly shifted

within the aforementioned offices. At first, for example, the Supreme Command of the Wehrmacht had the casting vote; later on, the decision as to whether a construction project was to be put into effect or not rested chiefly with the Inspector General for Construction Work (i.e. Organization Todt). Then for some time, Staatsrat (State Councillor) Dr. Schieber's influence predominated; from then onwards, in general, it was the Reich Ministry for Armaments and War Production, which controlled the decision, and finally - that is from the early summer of 1944 onwards - Director Edmund Geilenborg, Plenipotentiary General for Emergency Resources, who was invested with special powers by order of the Fuehrer. As a result of the fact that a great many authorities were concerned with the work, it became necessary to inform a great many quarters of the many projects in hand, and to settle differences of opinion. The orders for the preparation of such projects were mainly placed by the chief consumers, especially the Reich Ministry of Economics.

The Reich Office for Industrial Development never assumed the role of the party placing the order for the construction work, but always that of Technical Planning Office working in an advisory capacity. Thus decisions taken by the higher Reich Authorities, namely the Reich Ministry of Economics, were transmitted to those enterprises promoting the construction work, together with the so-called: "Final Building Authorization" (Baureifeerklaerung), in approximately the following form: "The Reich Minister of Economics has decided"

Krauch Document No. 38

Kranch Exhibit No.

Mineral Oil Department P had at its disposal only a very limited staff of experts permanently employed on the work thus involved, for the most part only four to five chemists and engineers. It was not intended to be a large and unwieldy office, but was to act merely in the capacity of a liaison and advisory branch within the over-staffed Reich Administration, establishing practical contact with Industry.

signed: Dr. Julius Altpeter

Attestation of Signature

I herewith certify the above signature of

Herr Dr. Julius Altpeter,
chemist of Balingen/Württemberg,
Bobbelstair. 5

Balinson, 8 November 1947

District Notary

540

signature

Public Notary

Value: 10,000,- ₦

Notary's fee, Article 39 paragraph 1 of the Reich
Fee Regulation 8.—RM
State share 6.30 RM

Notary's Register 221 av. II/47 No. 26
District Notary
signature

I herewith certify that this is a true and correct copy of the above document.

signed: Dr. Conrad Postlewait

Attorney-at-Law

Affidavit

- - - - -

I, Dr. Gerhard Ritter, at present in Nuernberg, Palace of Justice, have been duly warned that I shall render myself liable to punishment for making a false affidavit. I declare upon oath that my statements are true and are made to be submitted as evidence to the Military Tribunal in Nuernberg at the Palace of Justice.

As an associate of Professor Dr. Carl Krauch in the Reich Office for Industrial Development and in his office as Plenipotentiary for Special Questions of Chemical Production, I can make the following statement:

In the opinion of Professor Krauch's associates who were not on very close terms with the Party, Herr Dr. Fritz Baur, chief of the Main Department II of the Reich Office for Industrial Development, was so-to-speak installed by the Party as a spy in the management of Professor Krauch's office. Soon it became generally known that he was not only a member of SS but also a member of the SD, which became obvious when one day we saw him in uniform with the appropriate badges.

We know that Dr. Baur had other confidential agents in the Office

Krauch Document No. 82
Krauch Exhibit No.

but we did not know who they were. We, Professor Krauch's associates from Industry, were always under the impression that we were watched with suspicion by the group around Baur, because they were obviously under the impression that we were not reliable from the point of view of National Socialism.

Baur's attitude is shown by the following incident with me. At the beginning of 1941 he listened to a conversation I had with an I.G. colleague. Afterwards he took me aside and told me that I should be careful; he knew my record with the SD (he cautiously referred to my criticism of Party measures).

Nuernberg, 10 December 1947

signed: Dr. Gerhard Ritter

I herewith certify that the above signature of Dr. Gerhard Ritter, at present in Nuernberg, at the Palace of Justice, was made before me Dr. Heinrich von Rospatt, Attorney-at-Law.

Nuernberg, 10 December 1947

signed: Heinrich v. Rospatt
(Attorney-at-Law)

- - - - -

I herewith certify that the above is a true and correct copy of the original document.

Nuernberg, 13 December 1947

signed: Dr. Bootzbor
Attorney-at-Law

POLICE COPY OF THE DOCUMENT NO. 14
OFFICES OF THE DEPARTMENT FOR LEGAL ORGANISATIONS

Krauch No. 14
Dok.....

AFFIDAVIT

I, Hans Henrici, residing in Weimar-Huetten, Marktstrasse 5, have been duly warned that I render myself liable to punishment if I make a false statement in an affidavit. I declare under oath, that my statements are true and were made, in order to be presented as evidence to the Military Tribunal in the Palace of Justice, Nuremberg.

- 1.) From 1932 to 1937 I was referent for the procurement of shell cases in the Army Ordnance Office, after that I was department commander and remained with the army until 1939. At the end of 1939 I returned to the Army Ordnance Office; very soon, however, I fell ill and only in the middle of 1940 was fit for work again. I remained in the Army Ordnance Office until its collapse in 1945 as Chief of the Untergruppe for Munitions.
- 2.) Prior to the outbreak of the second world war, Germany was, according to my specialised knowledge, quite inadequately prepared for a war. The composition of the officers corps was quite unhomogeneous and in my opinion had not the knowledge necessary for a modern officers corps. Intelligent people in Germany also had to recognize this fact, insofar as they were not officers! That persons or units why neither in officers nor in other circles, also by reason of the above-mentioned fact of inadequate command, was there any thought of Germany's waging a war of aggression.

Weimar, 28 October 1947 (Signed) Hans Henrici
The above signature of Hans Henrici, resident of Weimar-Huetten, Marktstrasse 5, appended before me, is herewith certified and witnessed by me.

(Signed): Heinrich von Rosppi
(Lawyer)

CERTIFICATE OF TRANSLATION

11 December 1947

I, John POSEBERRY, No. 20179, hereby certify that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of Krauch Document No. 14.

John POSEBERRY,
No. 20179.

- 1 -
(END)

C o n f i d e n t i a l

—

I, Heinrich Schindler, residing in Trisdorf, Kaiserstrasse 1, have been warned that I render myself liable to punishment if I make a false declaration under oath.

I declare hereby on oath that the following statements are in accordance with the best of my knowledge and belief and were made for the purpose of submission as evidence before the American Military Tribunal in Nuernberg (Case 6).

On 1 April 1930 I entered the service of the Rheinisch-Westfaelischer Sprengstoff-Aktion-Gesellschaft as chief engineer, which company in 1931 amalgamated with the Dynamit-Aktion-Gesellschaft vormals Alfred Nobel & Co. (DAG). At the time of the fusion, I was taken over by the DAG in the same capacity. At the beginning of 1937, I received the title of "Director".

I am still working to-day as Chief Engineer.

In my above-mentioned position, I was occupied both with the construction and with the operation of Gunpowder and Explosives plants and am consequently in the position to furnish an opinion on the technical questions connected therewith. The Prosecution have laid

(page 2 of original)

various documents before me, which are contained in volume 34 and are described below in detail. My comments on these are as follows:-

I. Journey Reports of Dr. Krauch's Office.

1. 1) Document No. NI-2790, Report of 9 February 1939, pp. 127-129.-

This is on the subject of SH-Hexogen, K-Hexogen, N4-Salt and Oleum Regeneration.

In the case of SH-Salt, it confirms that the process is developed and that the planning of a major plant of 1000 tons a month capacity, in two stages of construction of 500 tons a month each, can be proceeded with.

In the case of K-Hexogen, the conclusion is that, before further planning, the regeneration of waste nitrates, or respectively ammonium nitrate, must be cleared up. When this has been done, the planning of a plant of 1000 tons per month capacity can likewise be proceeded with.

In the case of N4-Salt (Ethylene-dinitro-nitrate), the experiments are not yet concluded.

In the case of Oleum-regeneration (cracking plant), which is regarded as indispensable for Tri-tango scale production, the conclusion is arrived at that the Schlebusch experimental plant must be rebuilt. The installation of the manufacturing plants in the explosives factories cannot be expected before

(page 3 of original)

2 years. Influence is to be brought to bear on the DAG to speed up the matter.

There were, therefore, at the beginning of 1939, important fields of Explosives Supply of which development (apart from SH-Salt) was not yet completed, let alone being in a position sufficiently clarified to be ready for planning.

2.) Document No. NI-8290, Report of 9 February 1939, pp.130-136. -

This is concerned with Toluol, the raw material for Trinitrotoluol, the most important explosive, at least where quantities are concerned. It discusses the position of the development work. The general impression is that for the most part this is still indefinite and unclear; for instance, Point 6 states that the Toluol synthesis of Benzol and Methanol, which process has finally established itself as the proper synthesis-process for Toluol, is still being carried on in a small experimental plant with a capacity of 1 ton per month. (When during the progress of the war later events rendered it essential to speed up the construction of a major plant corresponding to requirements, the work had to be done with such precipitation that important questions concerning corrosion remained undealt with, with the result that essential parts of the otherwise completed plant had to be entirely rebuilt.)

Krauch-Document No.73

Krauch-Exhibit No.

(page 4 of original)

- 3.) Document No. NI-8790, Report of 9 February 1939, pp. 127-142.
Also in regard to the field of Chemical Warfare Agents, the report states that everything is still unfinished; certain possibilities are seen, it is true, but everything is still indefinite.
- 4.) Document No. NI-8790, Report of 20 Feb. 1939, pp. 143-148.
This states under No. 12, with regard to K-Hexogen, that there are still difficulties with regard to the acid preparation.
- 5.) Document No. NI-8790, Report of 22 May 1939, pp. 149-158.
This deals with the storage and stockpiling of Diglycol, Chemical Warfare Agents and Tlucol.
In regard to Diglycol, the report reaches the conclusion that by the beginning of 1941, there will be a shortage of Diglycol tank specs. It then states: "It is therefore proposed, even if the mobilisation requirements in the immediate future should exceed the 2800 tons a month of Diglycol hitherto sufficient, not to construct any more Diglycol plants, with their relatively high demands in money, men and material, but to meet the increased mobilisation requirements by extensive stockpiling operations". The plan was, in emergency requirements of 60,000 tons Diglycol yearly, to take the half from new production and the other half from the storage tanks which were to be built.

(page 5 of original)

This measure, adopted at the end of May 1939, was a mistake and would never have been adopted, if the early outbreak of war had been foreseen. It was too late for the proposed tankroom for Diglycol to become of any practical importance and its construction was effort completely wasted, while it was equally wrong to close down on the construction of new factories which were essential for the filling of mobilisation requirements. New factories would have been able, provided their completion was not too long delayed, to help furnish the required quantities of Diglycol. The tankroom, on the other hand, could never fulfil this aim. This measure taken in May 1939 could only have been justified if a long and unbroken period of peace was anticipated.

Similar remarks apply to that part of the report concerned with Chemical Warfare Agents.

In the case of Toluol, the conclusion is reached that new tankroom is not necessary. The interesting statement is made that at that period 3750 tons of Toluol per month, corresponding to 7,500 tons of Tri per month, could be manufactured, that is to say, a comparatively insignificant amount, and that by the end of 1939 an increase to 4600 tons Toluol a month, corresponding to 9200 tons Tri, was expected. It is also noteworthy that at that time export of Toluol amounted to 500 tons a month (converted into explosive, 1000 tons a month Tri; this is in addition to

(page 6 of original)

the exports of Tri itself - for instance, to England)

- 6.) Document No. NI-8790, Report of 3 May 1939, pp. 159-161.

In the first part of the report, which deals with the further carrying out of the Rush Plan, it is mentioned that, provided there was a full allocation of material in the third quarter of 1939 - a condition which, according to our recollection, was not fulfilled - the Rush Plan date would be postponed by 6 - 9 months.

For the rest, the period of the plant dealt with in this report extends to the year 1944.

- 7.) Document No. NI-8790, Report of
pp. 162-168.

Towards the end of the report, which deals with the German Gunpowder and Explosives Extension Target, it is stated that at the time of the report, the gunpowder and explosives capacity amounted to only 30% of the Rush Plan target and that this again only amounted to a fraction of the maximum demands of the three branches of the Wehrmacht.

All this points to the fact that in 1939 the Krauch Office cannot have reckoned with war. The work in gunpowder, explosives, chemical warfare agents and their preliminary products was often merely in the exploratory stages and they were not yet so far that the planning of major plants could even be considered.

(page 7 of original)

With reference to the alternative, in the cases of Diglycol and Chemical Warfare Agents, either to build new factories or to construct storage tanks, the conclusion was arrived at that it would be preferable to adopt the latter and to close down on new factory construction, a decision which could only have been right if the continuance of a state of peace had been expected. The fact of a Toluol export at the end of May 1939 of 500 tons a month is also of importance.

II. Document No. NI-10580, pp. 230-247.

Extracts from the United States Strategic Bombing Survey Gunpowder, Explosives, Special Rockets, Jet propulsion, Propellants, Chemical Warfare Agents and Fog-producing acids.

The report states, inter alia :

Page 1 Par. 2.- "The gunpowder and explosives capacities from 1933 up to the end of the war were extended practically uninterruptedly, notably by the construction of Reich-owned plants. The capacities for plastics, fog-producing acids and special propellant charges were also installed up to the last few months of the war.

4.- With regard to the essential raw materials such as methane, ammonia, methyloxide, toluol etc., the Germans were not so far seeing. They relied in this connection chiefly on the chemical industry and production was in essential

(page 8 of original)

concentrated in a few major chemical works, such as Louna, Ludwigshafen-Oppau, Linz, Heydebreck and Waldenburg. It looks as if the Germans, so far as concerns raw materials and intermediates, had relied almost exclusively on their large existing capacities, as little or no stockpiling within the framework of war preparations took place. That was the Achilles heel of the whole organization.

Page 5: c. "When the large plants producing synthetic lubricants and the major chemical factories were bombed in order to destroy the synthetic oil production, the ammonia and methanol production also suffered directly through the destruction of the implements and indirectly inasmuch as the priority of production and reparation work had shifted to oil. As a result, the bombing of our large chemical plants (Louna, Oppau, Linz, Heydebreck) brought the explosives industry practically to a stop with the same sureness and with much less effort than if the 12 major plants producing the concentrated

(page 9 of original)

nitric acid, the 35 gunpowder and explosives plants, or
the 5,000 munitions plants had been bombed."

This report therefore distinctly says that, in the field of general chemistry, so far as it was connected with gunpowder and explosives, no preparations were made for war by the Krauch Office. The products concerned were concentrated in four major plants : Leuna, Oppau, Linz and Maydebeck, of which, furthermore, only Linz and Maydebeck were created during the war. A little was had been done in the way of new construction planning, just as little trouble had been taken in the matter of a corresponding stockpiling that might have compensated for this omission.

Some further details of the report are emphasized below :--

Page 4) :

There existed only 2 Hydrogen peroxide plants, on the working of which the allegation of rockets chiefly depended.

Page 6) :

The gunpowder and explosives production between 1918 and 1932 is estimated here at 1,000-2,000 tons p.r month. Schlebusch is said at this time to have produced 1,000 tons Tri a month. This is not correct. The Tri plant in Schlebusch did not have this capacity. Even the smaller capacities were not fully utilised and

(page 10 of original)

they produced Tri, which was required for civil explosives and for export purposes, only intermittently. The 800 tons a month Nitroglycerine are also incorrect; the capacity here also was smaller. Furthermore, the Nitroglycerine produced in Schlebusch was used to the last drop for mining and other industrial explosives.

Page 8 i) :

Here there is the interesting indication that the gunpowder and explosives capacity existing before the war was by a long way not fully utilised (Gunpowder capacity 5000 tons a month, performance 2000 tons a month, Explosives 5500 and 2700 tons a month) ~~and~~ it would have had to be, in the interests of stockpiling, if a war was expected in the near future.

Page 11) :

There were only 2 plants for stabilisers, a very important gunpowder raw material, each of 500 tons a month capacity, one of which was in Wulzen and the other in Uerdingen, both therefore, from a strategic point of view, unfavourably situated.

Page 51 d) :

In September 1939, that is to say, only after the outbreak of war, the OKH required the I.G. to begin the work in Lyhernfurt, which was probably the most important Chemical Warfare Agents plant, as quickly as possible. In this connection, a particular process was to be used

Krauch Document No. 73

Krauch Exhibit No.

(page 11 of original)

that had been developed in the Reich Laboratories of Spandau and
Reidkug.

The American report, therefore, as well as the Journey reports of
the Krauch Office, No. I, shows clearly and distinctly the lack of
any war preparation in the Krauch Office. It must be assumed that
in this quarter no war was anticipated and therefore no serious
preparations were undertaken.

Troisdorf, 2 December 1947.

(Signed) HEINRICH SCHINDLER

(Heinrich Schindler).

The above signature of Direktor Heinrich Schindler, Troisdorf,
was today affixed before me, Carl Weyer, deputy defence counsel
before the American Military Tribunal in Nuernberg (Case 6), which
I hereby witness and testify.

Troisdorf, 2 December 1947.

(Signed) Carl Weyer

(Carl Weyer)

The literal and correct copy of the above document is hereby
certified by me.

Nuernberg, 11 December 1947

Defence Counsel

of the Defendant KRAUCH

Krauch Document . . .

Krauch Exhibit No. . . .

CERTIFICATE OF TRANSLATION

14 January 1948

To,

Victoria TURK, ETC No. 20129,
Phyllis RAY, ETC No. 36287,
Brigitte TURK, ETC No. 35130,
Beryl C. BESWICK, ETC No. 20183,
Patricia S.C. WOOD, ETC No. 20139 and
Anne MARTIN, ETC No. 20144

hereby certify that we are duly appointed translators for the German
and English languages and that the above is a true and correct
translation of Document Book I Krauch.

Victoria TURK
ETC No. 20129
(pages I-X,
2-22 and 64-71)

Phyllis RAY
ETC No. 36287
(pages 23-34 and
57-63)

Brigitte TURK
ETC No. 35130
(pages 48-56)

Beryl C. BESWICK
ETC No. 20183
(pages 75-78)

Patricia S.C. WOOD
ETC No. 20139
(pages 79-80)

Anne MARTIN
ETC No. 20144
(pages 82-92)

- TRANSLATION OF SWISS DOCUMENT No. 50 -
OFFICE OF CHIEF OF COUNSEL FOR THE DEFENSE

French No. 50
Exh.

A_f_f_i_d_a_v_i_t_.

I, Richard Mergenthaler, residing at Berlin-Steglitz, Uhlandstrasse 7, know that a false affidavit will render me liable to punishment.

I herewith state on oath that my statements are true and are made in order to be submitted as evidence to the Military Tribunal at the Palace of Justice in Nuremberg.

- 1.) I have been working as manager with the Ethyl GmbH., Berlin, since 1 March 1936, since 1 November 1945.
- 2.) In my capacity as mentioned under No. 1) I learnt the following:
In the summer of 1938 when Germany tried to lay in stocks of lead tetra ethyl by imports from the United States difficulties arose. The difficulty was that special containers were needed for the transport of lead tetra ethyl of which there were only limited supplies. At that time France and other European countries were also trying to lay in larger stocks of lead tetra ethyl and for this reason there were insufficient special containers for the import of lead tetra ethyl to Germany and this caused considerable delay in deliveries.
- 3.) Owing to increasing motorisation Germany had to start, at the same time, with the ethylization of power fuses' bars, and for this purpose the many newly erected ethyl mixing installations needed an initial supply of a large quantity of lead tetra ethyl. There was moreover a steady increase in civilian air traffic, and lead tetra ethyl was needed for aviation spirit as well as for car gasoline. The laying in of larger stocks of lead tetra ethyl to the extent practised at that time did not, therefore, in my opinion, show any intention on the part of Germany to wage aggressive war.

Berlin, 1 November 1947

(sigd): Richard Mergenthaler.

. 11/1947

TRANSLATION OF ARAUCH DOCUMENT NO. 50
CONTINUED

Arauch No. 50
Exh.

(page 2 of original) Aug. 703/1947

I, Mr. Harold Finchamolle, Notary Public in Hamburg,
herewith certify the above signature which I recognise as
that of Herr

Richard Borchertbauer,
engineer, residing at Berlin-Steglitz, Uhlandstrasse No. 7
who identified himself by a temporary identification card
issued by the police president in Berlin-police district
191 - on 16 April 1946 under no. 191/5408/46.

Hamburg, 5 November 1947
(sig^r). Mr. Finchamolle
(Stamp);

Cost and taxes R. 4.12
The Notary Public; P

(Stamp)

TRANSLATION OF Arauch No. 50

11 December 1947

I, John Fosberry, no. 20 1/9, hereby certify that I am
thoroughly conversant with the German and English languages
and that the above is a true and correct translation of
Arauch document No. 50.

John FOSBERRY,
no. 20 1/9,

- 2 -
E.D.H.

TRANSLATION OF KRAUCH DOCUMENT No. 40
KRAUCH No. 40 Exh. No.
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

AFFIDAVIT

I, Dr. Benedikt RAU, resident of Bayreuth, Nr. 36,
have been warned that I am liable to punishment for giving
a false sworn declaration. I declare on oath that my
statement is true and given in evidence for use by the
Military Tribunal in Nuremberg.

1.) Until February 1937 I worked as chemist at the mining
company in Ilmenau. In February I joined the then
Ministry for German Iron & Synthetic Materials in the
planning department as executive officer, and worked first
on mining explosives.

With an interruption from March 1943 until July 1944,
during which time I served with the armed forces, I kept
my post in the then Reich Ministry for Economic Develop-
ment until the end of the war.

2.) Part of my work was giving expert opinions on
the production program for powder, explosives, and
war chemicals required by the Army Ordnance Office.
In this connection the so-called immediate action plan
came into being in August 1938, which adapted the previously
mentioned production program to the imminent demands of
the armed forces authorities. The production capacities
concerned under the immediate action program were to
be attained in a few years i.e. in about 1941/42. Since,
when war broke out in autumn 1939 this target had not been
reached by a long way. In the case of the immediate action
plan too, the Army Ordnance Office alone determined the
extent of production expansion. The Reich Office
was merely consulted as experts.

(page 2 of original)

were merely consulted as experts.

Prior to the final compilation of the so-called
immediate action plan, Göring had planned, as I
heard at the time, also to hand over to Prof. Krauch
the decision regarding the extent of the expansion of
production capacities in the fields of powder, explosives
and war chemicals. The Army Ordnance Office, however, ob-
jected to this intention and brought about that the de-
cision in this field remained as before with the Army Ordnance
Office, Prof. Krauch and the Reich Office being merely
consulted as experts.

3.) Göring's order of 22 August 1938 mentions, in addition
to the immediate action plan, an "military-economic
production plan" for the development of powder-smoke-guns
and war chemicals manufacture as well as their semi-processed
products. I am of the opinion that this so-called now

TRANSLATION OF KRUCH DOCUMENT No. 40
KRUCH No. 40 Exh. No.
CONTINUED

(page 2 of original, cont'd)

production plan (Kerin-Hill-Plan) was, for all practical purposes as far as I can remember, identical with the previously mentioned immediate action plan.

When during the war the Armament Ministry under Todt and later under Speer was formed, the position of Prof. Kruch, and of the Reich office, in their capacity as exports, dropped more and more into the background.

Nuernberg 29 October 1947

(signed:) Dr. Benedict RAU

Signature
The above of Dr. Benedict RAU, resident of Nuernberg, Nr. 86,
was apppointed before me, is hereby certified and witnessed
by me.

Nuernberg, 29. October 1947

(signed:) Heinrich von Rosett
(Sochternwrit)

CERTIFICATE OF TRANSLATION

12. Oct. 1947

I, George GOODMAN No. 34789, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the document KRUCH No. 40.

George GOODMAN
No. 34789

- 2 -
"END"

of

- TRANSLATION OF KRAUCH DOCUMENT NO. 32 -
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Krauch No. 32.
Exh. No.

I
A f f i d a u t .

I, Dr. Christian Zahn, residing in Lehr-Binglingen,
Flugplatzstrasse 29, in the first place have been duly warned
that false statements on my part will render me liable to
punishment. I declare on oath, that my statements are true and were
made to be used as evidence by the Military Tribunal at the
Palace of Justice in Nuernberg, Germany.

1.) During the time covered by my report in the '30s, I was
an official technical chemist with the Army Ordnance Branch,
Berlin, and as Ministerialrat, I was director of a department
for chemical-technical questions of procurement and administra-
tion. It finally developed into a procurement/for gas pro-
tection and artificial fog, equipment, powder and high ex-
plosives, chemical and raw material supply of the different
munition installations of the Army, and the like. In this
connection it also had to supervise the essential chemical
works, and to administer the funds acquired by the Ordnance
Branch for possible extensions or for new constructions
during the war; and it had to check-up on their proper technical
utilisation. Finally, it was naturally charged with the assess-
ment of raw material requirements and auxiliary substances for the
different consumer agencies of the army in the above-named
spheres, a field into whose competence the Office for Raw
and Synthetic Materials later forced itself.

(page 2 of original)

My activities as a whole implied that I became acquainted,
as time went by, with the most important chemical factories
and their leading chemists, and had ample opportunity to gain an
insight into the methods as well as into the mentality of
those factories and their representatives.

2.) On the basis of these activities in the Army Ordnance Branch
of the High Command of the Army, I am able to give the following
information:

The quantity and variety of armaments, primarily in the
field of the so-called powder and high explosive speed-up
plan, was determined at all times by the demands as they were
raised by the military Command agencies of the Wehrmacht
branches (Army, navy, air-force). The Mobilizations Plans
(Mob-Plans) which were set up by the Wehrmacht at the be-
ginning of re-armament, and which plans were subject to

TRANSLATION OF GERMAN DOCUMENT NO. 32
CONTINUED

Kraush Do. 32
Exh. No.

(page 2 of original cont'd)

continuous changes, contained, for instance, in case of war, the monthly supplementary requirements of arms, equipment, and ammunition for the entire Wehrmacht. Thus the monthly requirements in case of war were calculated and compiled from those prescribed requirement figures of the Army Ordnance Branch, i.e., for my department the monthly requirement included powder, high explosives, smoke-screen agents, decontaminants, chemical warfare, compounds, i.e. irritants, etcetera, including their chemical unprocessed and semi-processed products.

In this connection, it should be mentioned that the Army Ordnance Branch was responsible to its superior military Offices for the provision ordered by these offices the necessary manufacturing installations and the procurement of the corresponding finished products, such as powder, high explosive etc.

(page 3 of original)

This had to be not only for the army, but for the entire Wehrmacht. During the war this responsibility was transferred to the Reich Ministry for Armament and War Production.

3.) The establishment of the manufacturing installations for powder, high explosives, etcetera, did not concern Prof. Kraush prior to his appointment as General Plenipotentiary for special questions of chemical production under the Four Year Plan. Contrary to the wishes of the Army Ordnance Branch, Prof. Dr. Kraush was appointed in 1938 as General Plenipotentiary for Chemistry under the Four Year Plan, as a result of which the manufacturing installations for powder, high explosives, etcetera, were also absorbed by the expansion plan of the chemical industry, for organizational reasons. In this way, improved opportunities for supervision were to be given to the responsible ministries and offices which were competent for the allocation of construction materials, ferrous and non-ferrous metals, and for the furnishing of personnel. Moreover, in this manner the regional agents of the General Plenipotentiary for Chemistry could also control the current expansion of the powder, high explosive, etcetera, industry in their areas, in addition to their other tasks in the chemical sector.

TRANSLATION OF KRAUCH DOCUMENT NO. 32
CONTINUED

Krauch No. ... 32...
Exh. No.

(page 3 of original cont'd)

- 4.) The plans, order issues, and provision of the manufacturing facilities covered by the so-called powder and high explosive speed-up plan, were undertaken under orders by the Army Ordnance Branch long before and for years in advance of the appointment of Prof. Dr. Krauch. From these considerations sprang the immediate action plan which rested on the deliberations of the

(page 4 of original)

Army Ordnance Branch or its superior offices. This immediate action plan was then incorporated into the Karinhall-Plan, i.e., the Krauch-Plan. It should be mentioned parenthetically that the designation "Karinhall-Plan", or "Krauch-Plan" was consistently rejected by the offices of the Ordnance Branch since, as already stated, they were primarily plans involved by the Army Ordnance Branch.

- 5.) As former head of the "Manufacturing Department for Powder and High Explosives" in the Army Ordnance Office, I can also confirm that not a single installation was built after the appointment of Prof. Krauch which had not already been decided upon by our office with the concurrence of the industry. For ultimately the Army Ordnance Office was the official responsible governing authority of industry. The Army Ordnance Office provided the necessary finance for the construction, the factories which became the property of this office, were then transferred to the "König Industrial Works" ("Königindustriewerke") belonging to the High Command of the Army itself.

Lahr, 22 November 1947

(signed): Dr. Christian Zahn

Certification of Signature.

The above signature has been executed this day in my presence by Dr. Christian Zahn, Chemist, in Lahr-Singlingen, Flugplatzstrasse 29, identified by Pass No. 41224 photograph. The signature is publicly certified as correct.

Lahr, 22. November 1947

Baden Notary I;
(L.S.) Justizrat Richter, Notary.

Value: 3.000 RM

Section 39: 4.00 RM

Loc. No. 25/KU

RM 4.00 legal costs cancelled.

TRANSLATION OF KRAUCH DOCUMENT NO. 32
CONTINUED

Krauch No. 32.
Exh. No.

CERTIFICATE OF TRANSLATION

11 December 1947

I, George Goodman, No. 34 789, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Krauch document No. .

George GOODMAN,
No. 34 789.

4 -
" AND "

/H

Case 6
Defense

TRIBUNAL VI
CASE VI

DOCUMENT BOOK II

for

Prof. Dr. Carl KRAUCH

submitted by
Defense Counsel
Dr. Conrad BOETTCHER
Attorney-at-Law

Terry



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Carl KRAUCH, Case VI.

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22		Affidavit Dr. Walter SCHLESINGER.	
		"The erection of plants for the manufacture of powder, explosives and chemical warfare agents was the concern of the Army Ordnance Office and later of the Armament Ministry. Within the framework of the so-called "immediate plan" (Schnellplan) KRAUCH was assigned the task of working out the technical construction of the plants for manufacturing powder, explosives, and chemical warfare agents which the Army Ordnance Office intended to set up. In an agreement between LBB-KRAUCH-SCHLESINGER it was expressly arranged that the Army Ordnance Office should be responsible for the planning of such plants, KRAUCH for the supervision of the construction and the Army Ordnance Office - under my direction - for the production".	1
44		Affidavit of Dr. Benedikt BAU.	
		"Prior to the war the Reich Planning Board for Economic Expansion was asked by the Army Ordnance Office to give its expert opinion on the following problem: In the manufacture of explosives the quality of Trinitrotoluol hitherto produced was to be improved with regard to its storage possibilities. This meant at the same time a decline of the production capacity. KRAUCH strongly advocated the proposal for conversion. This view would have made no sense had KRAUCH expected a war to break out soon. Frequent conversations with KRAUCH have given me the impression that KRAUCH has always condemned the employment of chemical warfare agents in war. Later on, influenced by KRAUCH's attitude, I defended this opinion in the OKW". 2-3	
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		"KRAUCH welcomed the discovery of the A-Tri-process	

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		(conversion of Trinitrotoluol manufacture permitting storage for years, 50 per cent production decline) despite the reduced production resulting from this. "This process advocated by KRAUCH was subsequently introduced, involving great costs. As the war went on the A-Tri-process was very soon abandoned."	4 - 6
94		Affidavit Dr. Matthias FISCHER of 18 December 1947 on the extension of the hydration of coal.	
		"Dr. KRAUCH's attitude did much to support the view which I held until shortly before the war, that war, particularly an aggressive one, was an impossibility, if alone because of Germany's oil shortage. In numerous personal conversations with Dr. KRAUCH I never failed to gain the impression that KRAUCH was far from thinking of an aggressive war and that the rise in the benzine output was to serve only peacetime requirements."	7 - 13
23		Affidavit of Wilhelm SIEBEL. "I am able to confirm that Germany's planned production of synthetic fuels on the planned scale was an economic necessity even without considering a war. However KRAUCH was asked to give his expert opinion on newly established hydration plants he always put economic considerations in the foreground rejecting most energetically any demands made by military authorities concerning the erection of plants underground or concealed in mountain gorges. KRAUCH's attitude was to me a clear indication that he did not reckon with an aggressive war initiated by Germany."	13 - 1

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76		Affidavit Dr. Ing. Julius SCHIEKINGEN. Concerning the expansion of the German hydration plants. "The possibility of war were not taken into consideration at all and therefore the most primitive protective measures were disregarded. To what little degree these plants met the military requirements is shown by the example of the Vosselting plant, the construction of which was stopped after the outbreak of war and which was to be completely dismantled owing to its unfavorable location. The most outstanding example however in the case of the Blechhammer works which after the war had to undergo a reconversion of its entire structure several times in order to meet military requirements and that was done although the entire construction plan had been drafted down to the last detail and the preliminary building operations had already started. The fact that the start of production was therefore delayed for at least another six months was readily accepted. The reconversion of the Zollitz works likewise proved	

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97		Affidavit by Dr. Conrad SOTTOCHER of 29 December 1947 on the publication of the journal "The Four Year Plan" of 5 September 1939 of an article about the Hydrierwerke Pöhlitz A.G. "The back side of the front page shows an advertisement of the Hydrierwerke Pöhlitz reproducing in the background a map which illustrates the position of the hydration plant where the Oder flows into the Baltic Sea."	25-26
17		Affidavit Arnold MILCH. "In 1944 KRAUCH was most severely reproached by HITLER and GOERING for his failure to provide the plants constructed by him within the Four Year Plan with camouflage, underground constructions, splinter protection, steelguards of pipes against bomb damage etc. in case of war. The consequence of these reprimands was, as I learned, that KRAUCH was recalled by GÖLDMANN as Generalkommissar for emergency measures for the reconstruction of destroyed plants. This act practically put KRAUCH off the scene."	27
79		Affidavit Dipl. Ing. Karl-Otto SAUER. "In May 1944, on the Oberealsberg, Prof. KRAUCH was heavily reprimanded by GOERING who charged him - in view of the effects of air-raids - with having been influenced only by economic peace-time considerations grossly ignoring possible war effects when he drafted the hydration plant projects."	

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100		Excerpt from "Economic Mobilization of the USA" by Gerold von WINDEN, copy right 1937	36 - 40
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61	Affidavit Dr. Karl BLUMET, former Reich Medical Chief, presentation of a memorandum of Professor KRAUCH, in which the latter most impressively illustrates the horrible effects of gas warfare on the civilian population and most strongly advises against gas warfare.	46-47
84	Affidavit Wilhelm ZIMMERMANN. "KRAUCH never voiced any political views at meetings of the Generalrat (General Council). The political remarks which are contained in the summary on page 78 of the original of the exhibit N. 455 (English transcript volume 20, page 68) were not made by Prof. KRAUCH before the General Council."	48 - 49
76	Affidavit Dr. Gerhard MITTELSCHERER. Elucidation of exhibit N. 455, English transcript v. lume 20. "The short summary containing military-political views apparently originates with Dr. BLUMET or Captain CZELINTIS or KIDSCHNER. I have not learned of any military-political remarks made by Prof. KRAUCH."	

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4		Affidavit Dr. Ing. Karl RUMSCHEID. "KRAUCH informed me that he had been called to Brussels in connection with the planned dismantling of the nitrogen plants in Northern France, Belgium and the Netherlands. These plants were to be removed to Germany and operated there by workers who also were to be deported to Germany. KRAUCH mentioned that he succeeded in frustrating this proposal. In order to achieve the highest possible nitrogen production in the eastern countries, as ordered by KRAUCH, the technical experiences of all the German nitrogen producers were placed at their disposal in an unselfish way. Through our intervention we were able to prevent the execution of the Belgian engineer Van den Houvel, etc.."	

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58		Affidavit Ir. G. J. C. WEST. KRAUCH's participation in the endeavor to ensure the continued existence of the Laboratory of the Betriebschule Petroleum Maatschappij during the war. Description that the laboratory is vital for the war efforts although there could be no question that the laboratory was ever used for the benefit of German interests.	69-71
72		Affidavit Reichsminister, not., attorney-at-law and notary public, Heinrich P. ALBERT. Professor KRAUCH, deputy chairman of the Fordwerke A.G., a subsidiary of the Ford Motor Company, Dearborn, Detroit, Michigan, U.S.A. KRAUCH took an emphatic stand in measures which served the protection of US-property, he prevented the Fordwerke from becoming incorporated into the Hermann-Groening-Coburg. Professor KRAUCH followed Geheimrat BOSCH's tradition as a fanatical opponent of HITLER. Professor science KRAUCH set himself the task of protecting and, as far as this was possible, the enterprises operating	

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41		Affidavit Robert B. SCHLEIDT. KRAUCH's endeavors on behalf of the Fordwerke A.G. after Germany and the USA were at war.	76-78

TRANSLATION OF KRUECH DOCUMENT No.22
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Kruech No. 22
Exh. I o. . .

Affidavit

I, Dr. Walther Schieber, presently at Nuernberg, have first been warned that I shall be liable to punishment for making a false affidavit. I herewith declare under oath that my testimony is the absolute truth and that it is given so that it may be submitted as evidence to the Military Tribunal at the Palace of Justice, Nuernberg.

- 1.) I know Professor Kruech through my membership of I.G. Farbenindustrie for 12 years, from his work with the Reichsamt fuer Wirtschaftswesens (Reich Agency for the Development of Economy), and because of the responsible position which I held with Reichsministerium fuer Rüstung und Kriegsproduktion (Reich Ministry for Armament and War Production).
- 2.) The establishment of factories producing gun powder explosives, and chemical warfare compounds was a matter for the Army Ordnance Office and, later for the Armaments Ministry. Within the scope of the called "head-up" plan it became the duty of Professor Kruech to direct their technical layout and to procure the necessary building materials and facilities required during construction, as planned by the Army Ordnance Office. In an agreement made between Leeb, Kruech and Schieber it was explicitly stipulated that for the planning of such plant the responsibility should rest with the Army Ordnance Office, for supervision of construction with Professor Kruech, and for the production the Armaments Supply Office under my direction.

Nuernberg, 13 November 1947

(signed:) Walther Schieber

The above signature of Dr. Walther Schieber, presently at Nuernberg, Palace of Justice, was appended before me, Dr. Heinrich von Rosett, an attorney at law, certified herewith, and in witness whereof I sign:

(signed:) Heinrich von Rosett
Nuernberg, 13 November 1947

CERTIFICATE OF TRANSLATION

10 December 1947

I, George Goodman, No. 34789, hereby certify that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of Kruech document No. 22.

George GOODMAN, No. 34789.

- 1 -
"END"

TRANSLATION OF KRAUCH DOCUMENT No. 44
OFFICE OF CHIEF OF COUNSEL FOR THE GAI BS

Krauch No. 44
Exh. No.

A f f i d a v i t .

I, Dr. Benedikt Rausch, Bayerische Nr. 86, have been told that I am liable to be punished for giving a false affidavit. I hereby certify that my statements are the truth and were made to be submitted as evidence to the Military Tribunal in Nuremberg.

- 1.) Until 1937 I was employed as a chemist at the "Organisation" in Klausthal. In February 1937 I became a Referent in the office for German Raw and Synthetic Materials, in the Planning Department and at first handled subjects dealing with mining explosives.
Except for an interruption from March 1943 until July 1944 during which time I was with the Wehrmacht, I remained in my position in the Reich Office for Economic Development.
- 2.) Before the beginning of the war we, that is, the Reich Office for Economic Development, were asked, as specialists, by the Army Ordnance Office to give our opinions on the following problems:

In the manufacture of explosives the quality of trinitrotoluol made until then was to be improved with regard to its storage qualities. This meant at the same time a considerable decrease of production capacity. Prof. Krauch advocated this intended conversion. This opinion would have been entirely impossible if Prof. Krauch had reckoned with an early outbreak of war.

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as the production of explosive considerably declined whereas their storage qualities were improved.

- 3.) From repeated conversations with Prof. Krauch I received the impression that Prof. Krauch had always opposed the use of chemical warfare agents in war. Influenced by Prof. Krauch I too upheld this opinion in the Supreme Command of the Armed Forces.

Nuremberg, 29 October 1947

(signed): Dr. Benedikt Rausch

TRANSLATION OF KRAUCH DOCUMENT NO. 44
CONTINUED

Krauch No. 44
Exh. No.

(page 2 of original cont'd)

The above signature of Dr. Benodikt Haub, Bayersoien No. 86,
was appended before me, Mr. Heinrich von Rospatt, lawyer, and I
hereby certify its authenticity.

Nuernberg, 29 October 1947.

(signed), Heinrich von Rospatt
(Lawyer)

DETAILS OF TRANSLATION

11 December 1947

I, John Posseky, No. 20 179, hereby certify that I am
thoroughly conversant with the English and German languages
and that the above is a true and correct translation
of Krauch document No. 44.

John POSSEKY,
No. 20 179.

- 2 -
" END "

TRANSLATION OF KRAUCH DOCUMENT No. 36
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Krauch No. 36
Exh. No.

A f f i d a v i t . . .

so, Dr. Karl Mayor, Treisendorf, Kaiserstrasse, and
Lipl. Ing. Heinrich Schindler, Treisendorf, Kaiserstrasse,
in the first place have been duly warned that false statements
on our part will render us liable to punishment. We declare on
oath that our statements are true and were made to be used
as evidence by the Military Court in Nuernberg, Germany.

At the beginning of 1939, increased standards of quality
were required for tri-nitro-toluol. Previously produced "Tri" had
proven unsatisfactory regarding storage and resistance to
temperature variations. Present requirements called, fundamentally,
for a "Tri" which satisfied increased standards of chemical purity,
and which thus was suitable for storage over many years.

In this connection, experiments were begun by the firms
(DAG - DYNALIT A.G. vorm. ALFRED NOBEL & CO.; W.A.G. - WEST-
FAELDISCH & HAUPTSCHE SPRENGSTOFF A.G.; Lignose) all engaged
chiefly in Tri-production for the purpose of producing a
particularly good quality "Tri," called "A-Tri." The experiments
led to positive results. To be sure, the new production process
worked at the expense of production quantity which fell to one
half its former figures, quite aside from nearly complete
stoppage of production during the introductory and transition
period.

(page 2 of original)

Even after working experience had been gained and supplementary
installation of apparatus made, production of "A-Tri" was still
lower by 20% as compared to the former yield. In addition,
the figures for acid and raw material consumption were unfavorable
in the case of "A-Tri." Besides there were other disadvantages
attached to the new process.

In the early months of 1939 we discussed this new process
with Professor Dr. Carl Krauch, who in his capacity of ^{Adviser} ~~Provisional~~
Plenipotentiary General for Special Questions of Chemical had
concerned himself also with powder and high-explosive problems.
He welcomed the discovery of the "A-Tri" process in spite of
the decreased output involved. The process was then
introduced at great expense with substantial assistance
from Professor Krauch. In the course of the war, "A-Tri" was very
soon abandoned, excepting a modest share used for specific
purposes.

(signed): Dr. Karl Mayor
(signed): Heinrich Schindler

TRANSLATION OF KRAUCH DOCUMENT NO. 36
CONTINUED

Krauch No. 36
Exh. No.

(page 3 of original)

U.S. No. 808/47

I hereby certify the above signature, executed in my presence, of

- 1.) Dr. Karl Mayr, chemist
- 2.) Dipl.Ing. Heinrich Schindler,

both residing at Kaiserstrasse, in Troisdorf.

Siegburg, 24 October 1947

the Notary

(signed) Roemer

(Stamp)

Dr. Wilhelm Roemer
Notary in Siegburg

Costs:

Value:	20,000
Fees:	39 K0
Turnover tax	13.00
(Umsatzsteuer?)	0.40
	-13.40-

(signed): Roemer.

DETAILS OF TRANSLATION

11 December 1947

I, George Goodman, No. 34 789, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Krauch document No. 36.

George GOODMAN,
No. 34 789.

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* END *

A f f i d a v i t .

I, Dr. Matthias PIER, resident in Heidelberg, Neue Schloss Strasse 42, have been cautioned that I render myself liable to punishment by making a false affidavit. I declare under oath that my statement is true and was made in order to be submitted to the Military Tribunal at the Palace of Justice in Nuernberg, Germany.

On 1 June 1920 I joined the Ammonia-laboratory of the then Badischen Anilin- and Sodaefabrik, Ludwigshafen on the Rhine as a chemist; and under the supervision of Dr. MITTASCH I worked among other things on the methanol synthesis in 1923. It was already at that time that I made the acquaintance of Dr. KRAUCH. In 1925 I started on the treatment of coaltar and oil with hydrogen under pressure and at high temperature in the presence of catalysts and then worked under the supervision of Dr. KRAUCH. From that time on the general scientific and technical problems were regularly discussed with him, even after he had resumed his activity in Berlin at the office for German Raw- and Industrial Materials or at the Reich Office for Economic Development (Wirtschaftskusbau). From 1938 I was honorary assistant at the RWA for scientific and technical problems and from 1943 onwards special plenipotentiary for hydrogenation installations.

In the years 1926-1929 the work concerning the catalytic hydrogenation of coal tar and oil under pressure resulted above all in the erection of technical installations for the production of "Leuna-gasoline" and in the co-operation with the Standard Oil Company. During the first years the production of Leuna gasoline required large additional payments, on the one hand because the estimated costs could only be reached gradually due to initial technical difficulties, on the other hand because originally fixed proceeds from gasoline, could not be obtained due to the considerable decline of the world market price for gasoline and the unexpectedly high selling prices of the Deutsche Gasoline A.G. Even within the IG serious objections were raised against the production of gasoline and its advocates like BOSCH, KRAUCH and myself and later on even against the management of Leuna. While appointed examination committees were searching for reasons justifying a closing-down, the scientists and technicians of the hydrogenation, - whose representative in the Vorstand was Dr. KRAUCH as leader of the branch No. I, - fought for the continuation of the production. Fundamentally the main technical difficulties regarding the hydrogenation of brown coal were overcome in 1932

and actual costs for Leuna-gasoline, made of brown coal tar, were achieved, which came near the originally expected profit.

Considering the scarcity of petroleum and the abundance in coal, an extensive production of gasoline and other mineral oil products, made of coal and its tars, was expedient for Germany. Therefore I expressed the opinion as early as 1929, on the occasion of a visit of press representatives in Ludwigshafen-Oppau, that we, seen from the technical point of view, would before long be in a position to supply the entire German market from German raw materials.

The organization of mineral oil supplies by using domestic raw material was all the more important, since one had to reckon with a considerable increase of the consumption. For even as late as in 1932 there were 100 inhabitants to one motor vehicle whilst in Great Britain the proportion was 30, in France 25 and in the States even 4.8 inhabitants to one car. Apart from the uncertainty concerning the permanent yields of the oil sources, great expenditure on foreign exchange to cover the increasing needs solely by import would have been necessary. It was therefore natural to aim at covering at least a considerable part of the requirements by utilizing processes which were developed at home. Apart from the processing

of German petroleum, the cokery, the low temperature cokery, and the Fischer-process, hydrogenation was mainly available for these purposes. The requisite new installations would require large amounts of capital, its construction, however, would at the same time be suitable to fight the existing unemployment. The comparatively expensive high pressure installations of the hydrogenation plants were procured in our own country thanks to the pioneer work of the steel industry and the co-operation with the chemical industry. This work also had favorable effects on the development of steel for the oil industry of the countries rich in petroleum.

The experiences gained with regard to hydrogenation were, on the strength of the agreement with the Standard Oil Company, right from the beginning of advantage to the American oil industry, and soon after also of benefit to British companies, interested in the liquification of coal. The Standard Oil Company in USA as well as the Imperial Chemical Industries Ltd. in England were energetically assisted in the construction of their installations and by way of exchanging experiences they kept each other informed about the results of research and experiences gained. Our successful results of catalyzation were utilized in 7 Iso-octane installations in the Netherlands, United States and Persia. The progress made by hydrogenation was not limited to Germany alone.

Dr. KRAUCH also gave his support to that effect.

If Lune increased their gasoline production as from 1933, and the Brabag erected new plants on a brown-coal-tar basis and the Ruhr works on a hard-coal basis, I did not consider this as a preparation for war, since sites were chosen according to raw material sources. I and all the others who were entrusted with those and similar tasks, considered it as an extension of production for peaceful purposes. With this aim in mind Dr. KRAUCH placed himself at the disposal of Berlin. We all took it as proof of his eagerness to accept responsibility and as a sign of his sense of duty, when he left his large sphere of tasks with the IG and accepted an at first inferior position with the Reich Office. It was due to Dr. KRAUCH's attitude, that almost until the outbreak of the war I considered a war, especially a war of aggression, as absolutely out of the question, from the mere fact that Germany lacked the necessary oil supplies. Also during numerous conversations with Dr. KRAUCH I always gained the impression that he never thought of a war of aggression and that the increase in the gasoline production was to serve peaceful purposes.

Heidelberg, 18 December 1947

Dr. Matthias FIER

DOCUMENT BOOK II, KRAUCH
KRAUCH DOCUMENT No. 94

I confirm that the above signature of Dr. PIEN was affixed
in my presence today.

Heidelberg, 18 December 1947

Dr. Kurt HARTMANN

Assistant of the defense with the
Military Tribunal at Nuernberg.

I hereby certify the above to be a true and correct copy of
the foregoing document.

Dr. Conrad BOTTECHER,
attorney-at-Law

TRANSLATION OF ERKAUCH DOCUMENT No. 23
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Kruech No. 23
Exh. No. . .

Affidavit

I, Diplomingenieur (certified civil engineer) Wilhelm Simurt, residing in Essen-Stadtteil, No. 9 Ahornstrasse, first was warned that I shall be liable to punishment for making a false statement under oath. I herewith declare under oath that my testimony is the absolute truth and is being given for submission to the Military Tribunal at the Palace of Justice, Nuremberg.

- 1.) Since the end of 1938 I have been business manager of Mineralölbruggesellschaft, Essen, formerly Berlin. The Mineralölbruggesellschaft since 1938 has projected and designed most of the synthetic fuel plants in Germany.
- 2.) By reason of this activity I can confirm that the production of synthetic fuel within the planned volume was an economic necessity, even without anticipating war, since all the natural mineral oil available was not even nearly enough to satisfy domestic needs in proportion, in which connection one should bear in mind that with further technical developments and an improvement in the living standards requirements increased proportionately. Taking a long view, it would not have been possible to solve the problem for Germany by imports alone, for the following reasons:
 - a) On the one hand Germany increasingly lacked the needed foreign exchange since, with the improved living standard the need for imports of all types of goods increased constantly, with the result that an increased amount of foreign currency was required for imports as such.

On the other hand, foreign countries in the long run would not have been able to satisfy our increasing needs particularly since world consumption also went up at a rate with which

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oil refineries were no longer able to keep pace. The proof of the correctness of my theory lies in the fact that in the countries with immense mineral oil sources, in particular the United States, synthetic fuel plants were being planned and built on a large scale.

- 3.) As far as I know, whenever Professor Kruech gave an expert opinion on new hydrogenation plants he always placed the economic aspect in the foreground and at all times opposed the demands of military quarters for the erection of subterranean installations or plants concealed in ravines. Not until towards the end of the war and as a result of the very severe losses

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CONTINUED

Krauch No.23
Exh. No. . .

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in production capacity due to air-raids, and under the pressure by the highest government authorities was the planning of underground synthetic fuel plants considered. From this attitude taken by Professor Krauch I have drawn the conclusion that he did not count on the waging of aggressive war by Germany.

Essen, 6 November 1947

(signed:) Wilhelm Simmt

The above signature of Diplomingenieur Wilhelm Simmt, residing in Essen-Stadtteil 14, No. 9 Ahornstrasse, appeared in my presence, is hereby certified, witnessed by me.

Essen, 6 November 1947

(signed:) Heinrich von Roskitt
(attorney at law)

CERTIFICATE OF TRANSLATION

10 December 1947

I, George Goodman, No. 34789, hereby certify that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of Krauch document No. 23.

George GOODMAN, No. 34789.

- 2 -
"END"

TRANSLATION OF KRAUCH DOCUMENT NO. 16
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Krauch No. 16
Exh. No.....

Dr. Ing. Hans SAUER

Kronberg-Taunus,
15 October 1947
Schillerstrasse 6

AFFIDAVIT

I, Dr. Ing. Hans SAUER, residing in Kronberg-Taunus, Schillerstrasse 6, have been duly warned that I render myself liable to punishment if I make a false statement in an affidavit. I declare under oath, that my statements are true and were made, in order to be presented as evidence to the Military Tribunal in the Palace of Justice Nuernberg.

- 1.) From 1929 till 1945 I was technical manager of the Ammonia plant Merseburg, GmbH and director of the I.G. Farben Industry. I have advised, Prof. Dr. Carl Krauch in an honorary capacity on the technical control on the construction of hydrogenation plants.
- 2.) In the construction of Hydrogenation plants by the Reich Ministry for Economic Development prior to the outbreak of war, perceptive conditions alone were considered. Lowest possible cost of the plant, concentrated method of construction with short pipelines and simplest possible method of operation were expressed as the basis for the competitive ability of the process, and placed in the foreground. Prof. Krauch desired most particularly that, according to American examples, more and more apparatus and machinery should be designed in such a way, that they could be constructed without any building, in the open. Absolutely necessary transferable structures were to be covered, like airplane hangars, as lightly as possible, if ever only with wood. The specific iron requirements for a new plant were, so to speak made the trademark for progressive planning and Prof. Krauch, in the above spirit, specially encouraged new types of constructions by conferring his special recognition.
- 3.) In no way, of course, did this correspond with the technical conditions laid down for air raid precautions and Prof. Krauch never asked my advice on that subject or even on the possibility of building installations below ground. Not until after the outbreak of war was it impossible for Prof. Krauch to get around demands made by the air ministry and this resulted, for instance, in difficult constructional changes which were against all previous principles, the Heydebreck and Bloch-hammer plants which were under construction.

TRANSLATION OF KRAUCH DOCUMENT NO. 16
CONTINUED

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Exh. No. . .

(page 2 of original cont'd)

Buildings that belonged together had to be taken apart, greater intermediate spaces had to be made, light, sharp structures had to be replaced by heavy concrete constructions and air-raid shelters had to be built in. A relocation of the two large plants away from the treacherous river and railway junction was no longer possible.

- 4.) Herr Professor Krauch watched with the greatest enthusiasm the development of the competitive ability of the hydrogenation process which was advanced by him from the most difficult initial stages and, in addition, energetically furthered the close cooperation with Standard Oil. I was never under the impression that Prof. Krauch thought of a war in constructing the hydrogenation installations, since otherwise also those installations that were put into operation would have to have been of quite a different size.

Kronborg, 20 October 1947 (signed:) Hans Seuer
(stamp)

It is herewith certified that Herr Dr. Hans Seuer, resident of Kronborg personally appended above signature.

Kronborg, 20 October 1947

The Bürgermeister as local police
officer
pp. (signed:) *signature*
'stamp' (stamp:) Stadt Kronborg
adm. employee

CERTIFICATE OF TRANSLATION

11 December 1947

I, John Fosberry, No. 20179, hereby certify, that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of Krauch document No. 16.

John FOSBERRY, No. 20179.

- 2 -
"END"

...O.O.2.Y.1...

Dr. SCHIRRENBACH

Heidelberg
Im Gablenzkoer 16

A f f i d a v i t

on the erection of German hydrogenation
plants.

"I, Dr. Ing. Julius SCHIRRENBACH, Heidelberg, Im Gablenzkoer 16, after having been cautioned that I render myself liable to punishment for making a false affidavit, hereby declare in lieu of oath that my statement is true and will make to be submitted as evidence to the Military Tribunal at the Palace of Justice, Nuremberg, Germany."

I was born on 11 February 1886 at Essen on the Ruhr, studied engineering at the College of Technology at Karlsruhe where I received my diploma of an engineer and my M.Sc. After one year's activity as an assistant at the College of Technology at Karlsruhe I was employed by different German firms as building engineer and finally as laboratory engineer and works manager with Professor ERGIES in the carbine-plant at Rhenan, from where I went over to I.G. Farben, plant Oppau in 1927. There I was employed, first as works engineer, then as department chief, and finally as director of the technical department of Oppau.

At the same time and by order of Herr Professor FIAUCH I was in charge of the erection of the hydrogenation plant at Trossingen and the I.G. plant at Heydebreck.

According to my experiences and ideas, and presupposing a powerful German air force, the war-time construction of the German hydrogenation plants should have been carried out more or less on the following lines; and on the basis of the pre-war position of **German technology**, this could have been done:

Viewpoints for the war-time construction of the German hydrogenation plants.

- a) Erection of many small plants with a production of not more than 200 000 tons annually in a protected position in the interior of Germany.
- b) Special construction to reduce their vulnerability to air-attacks.

1. The gas works with sulphur-uridification plant is a narrow strip - difficult to hit - in the neighbourhood of or by the side of a waterway, situated ~~at~~ such a distance from the main plant that the volume of gas in the pipelines carrying a pressure of 5 atmospheres, which are to run below the surface, is sufficient to replace the storage capacity of the tanks, thus doing away with the highly vulnerable tanks. G.s blowers with regulators for circulation, low pressure gas pipelines

in open trenches or immediately above the ground without actual bridges. Own steam generating plant below the surface, own waterworks, bomb-proof shelters, no sloping lifts, strong protective walls between and on the generators, wind blowers below the surface and gas blowers with strong protective walls.

II) Main plant.

- 1) Power station below the surface like power station Mannheim-Rheinau, in order to guarantee supply of power.
- 2) All workshops underground.
- 3) Gas pressure pipe lines only, with the exception of low pressure pipe lines in the plants, thus eliminating large bridges of pipes which are highly vulnerable.
- 4) Carbonic acid gas tanks and nitrogen tanks finished for high-pressure use, thus eliminating the large low-pressure gas tanks so highly vulnerable.
- 5) Carbon-oxide containers in low pressure gas tanks, protected by strong walls, at sufficient distance from the plant, also considering the main direction of the wind in order to avoid gas poisonings through severely damaged tanks.
- 6) High pressure chambers with strong protective walls, concrete air raid shelter above the ground for the extremely important chamber crane. To make this possible, a special construction for the chamber crane is necessary with separately driven and separately movable supports which are only connected

at the spot at which they are by strong trolley rails.

7) Operating stands and measuring instruments in bomb-proof chambers.

8) All buildings with strong walls outside and inside, narrow windows, laced brick, very light roofs without the use of wood (no wooden roofs, no wooden beams, no wooden staircases, no wooden floors, no wooden doors). The outside to be painted in a dark color, large distances between the individual buildings.

9) Separate concrete air-raid shelters of not too great capacity in immediate neighborhood of the respective buildings.

10) Stores underground.

11) Distillation plant and store room of tanks at sufficient distance from the plant, store room of tanks with strong protective walls.

12) Sufficient smoke screen equipment.

13) Settlements at a sufficient distance from the plant, dark painting of all the buildings, also no wooden roofs, wooden staircases and wooden floors. Sufficient bomb proof shelters.

14) Railroad connection siding for the plant on both sides.

15) Broad roads to the plant.

16) All other details in keeping.

With plants built according to the above viewpoints

and according to the former position, with sufficient air-raid protection, considerable damage by enemy air attacks could have been avoided and thus production ensured to a sufficient extent.

Construction of hydro-carbon plants before the war.

This construction was carried out exclusively in accordance with peace-time principles of expediency and economy. Mainly the following points were considered.

- 1) Erection of large/possible plants in order to manage with a minimum of technical personnel. (Pöhlitz with 750 000 tons annually).
- 2) Erection in immediate neighborhood of water ways or in the neighborhood of coal, i.e. disregarding the economic position for reducing the costs of transport for raw- and finished products, or for safeguarding the coal supply. (Passau, Gelsenkirchen, Scholven.)
construction
- 3) Compact /.../ of building to reduce the costs of construction.
- 4) Far-reaching centralisation of all plants, like power stations, water works, compressor plant, main work shop etc. for reducing cost of plant and working costs.
- 5) Employing largest /.../ production units (boilers, steam engines, compressors, contractors, blast furnaces, gas tanks etc.)

- 5) If possible, erection in the open without any protection, so as to reduce costs of building, as already completely in the case of the conversion plant already. It was planned to erect blast apparatus and even boilers in the open.
 - 7) Maximum use of wood to reduce costs of building (wooden roofs).
 - 8) General utilisation of sloping lifts for reducing costs of building.
 - 9) Employment of mica chimneys instead of draught fins for reasons of works safety and economy.
 - 10) Gas tank close to the sections pertaining to it in the middle of the plant / reduces the costs of the pipe line.
 - 11) Storage of tanks in immediate neighbourhood of the places of production.
 - 12) Building of large many-storied brightly painted buildings.
 - 13) Tanks and castanks painted in a bright color.
 - 14) brightly painted dwelling houses in the neighbourhood of the works in order to have specialists available at any time.
- The possibility of an eventual war was not taken into consideration at all and, consequently, even the most primitive measures of protection were omitted. Shelters were not provided at all,

pirtly not even the space was left for their being built afterwards (hence the heavy losses at Gelsenkirchen).

It goes without saying that plants built in accordance with these points were an ideal target for enemy planes. Apart from that, they could not even be protected effectively by a superior air force or by smoke screens, since, on account of their geographical position and crowding together of the plants they could easily be located and also single planes coming through, even without visibility of aiming accurately, could paralyze them for a period of months by a direct hit on any one of the many essential units (power station, water-works, tanks, pipelines, compressor-sheds, drains etc.).

To what small extent these plants met the requirements of military exports is proved by the building of being stopped kerosene. After the outbreak of the war, kerosene was to be demolished again in view of its unfavorable position. The clearest case is that of the plant at Blochhammer which, after the beginning of the war, had to be changed several times in its whole structure on account of military requirements, although all the building- and erection drawings were already completed,

DOCUMENT BOOK II
KRAUCH DOCUMENT No. 74

commenced.
and the initial work had already been.. That this measure delayed
the starting of work for at least half a year was accepted without
question.

Great difficulties had to be overcome in converting the
plant at Pöhlitz which was equipped exclusively for the use of
oil from overseas; i.e. a task entirely impossible for a
state of war.

signed: Dr. Julius SCHIRRENBACH

"I hereby certify and attest the above signature of Dr. Julius
SCHIRRENBACH, Heidelberg, im Gobelinstr 15, affixed before me,
Professor Dr. Eduard AHL."

Heidelberg, 5 December 1947
signed: Dr. Eduard AHL
Professor of law
special counsel of all defendants.

I herewith certify that this is a true and faithful copy of the
above document.

Nuremberg, 11 December 1947

Counsel for the defendant KRAUCH

A f f i d a v i t .

I, Dr. Conrad BOITZHEIM, Counsel for the Defense at the Military Tribunal in Nuernberg, am aware that I render myself liable to punishment by making a false affidavit. I declare on oath that my statement is true and was made to be submitted as evidence to the Military Tribunal in Nuernberg.

I have the periodical "Der Vierjahresplan" ("The Four Year Plan"), No. 17 of 5 September 1939 before me. The front page contains a photograph of the Hydrogenation Plants Fosilitz AG with the following text underneath: "Structure of the Hydrogenation Plants Fosilitz AG". On the reverse side of the front page there is an advertisement of the Hydrogenation Plants Fosilitz, reproducing a map which shows the location of the Hydrogenation Plants at the mouth of the Oder.

This copy furthermore contains an article on the Hydrogenation Plants Fosilitz with various illustrations, among them illustration 8 showing "anchorage facilities in the Oder for tankers arriving from overseas, built by the Hydrogenation Plants".

Nuernberg, 25 December 1947

Dr. Conrad BOITZHEIM
(Attorney)

DOCUMENT BOOK II - RAUCH
RAUCH DOCUMENT No. 97

I hereby certify the above to be a true copy of the original.

Dr. Conrad BOETTCHER
Attorney

TRANSLATION OF KREUCH DOCUMENT No.17
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Kreuch No.17
Exh. No. .

Affidavit

I, Erhard Lilleh, residing in Nuernberg, have been duly warned that I render myself liable to punishment if I make a false statement in an affidavit. I declare under oath, that my statements are true and were made, in order to be presented as evidence to the Military Tribunal in the Palace of Justice Nuernberg.

In view of the increase of enemy air-raids, particularly on the synthetic gasoline plants, a discussion took place in 1942 with Adolf Hitler on the Obersalzberg. Apart from myself the following were present at this meeting: Goering, Speer, Keihrl, Pfeiffer, Bautofisch, E.R. Fischer, Carl Kreuch and others.

On this occasion Hitler and Goering made bitter reproaches against Kreuch, that he had not constructed the works built by him under the Four Year Plan, particularly those for the production of synthetic gasoline, with a view to war as far as camouflage, construction of subterranean installations, splinter protection, securing of pipelines against bombing etc. were concerned.

According to what I heard, the result of these reproaches was that, in place of Kreuch, Director Edmund Goilenberg was appointed Kommissar General for the reconstruction of the destroyed plants. Thus Kreuch was, for all practical purposes, put on the shelf.

(signed:) Erhard Lilleh

The above signature of Erhard Lilleh, resident of Nuernberg appended before me, is hereby certified and witnessed by me.

Nuernberg, 5 October 1947

(signed:) Heinrich von Rospatt
(attorney-at-law)

CERTIFICATE OF TRANSLATION

11 December 1947

I, John Fogberry, No. 20179, hereby certify that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of Kreuch document No. 17.

John FOGBERRY, No. 20179.

"END"

A f f i d a v i t .

I, Dipl. Ing. Karl-Otto SAUR, at present in Neustadt-Steimbel, have been cautioned that I render myself liable to punishment by making a false affidavit. I declare on oath that my statement is true and was made to be submitted as evidence to the military Tribunal at the Palace of Justice in Nuernberg.

1. Until the end of this war I was Chief of the Office of Technology at the Reich Ministry for Armaments and War Production.
2. In May 1944, after the first severe air raid attacks on the German hydrogenation installations, especially the Leuna plants, a conference was held by HITLER on the Obersalzber, in which besides Minister SPEER and myself, the gentlemen KELLER, E.R. FISCHER, BUETTNER, PLEIGER and Professor Dr. Karl BRAUCH, amongst others, participated. GOERING, who was also present, severely reprimanded Professor BRAUCH in the course of the conference for the fact that he or his deputies had not sufficiently considered the possibilities of enemy action in planning the hydrogenation installations, as revealed by the effects of the air raids, but had merely been guided by the aspects of peace economy.

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KRAUCH DOCUMENT No. 79

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As a result of this conference Edmund GALLIENBERG was then appointed Commissar for emergency measures, thus further restricting Prof. KRAUCH's competence.

Neustadt-Steinbel, 3 December 1947

signed SAUR
(Saur)

For the correctness of the above signature

Stamp: 7734 EUCOM HIST. DST.
OFFICIAL
NEUSTADT NR. MARBURG

signed Merle F. FINLEY
MERLE F. FINLEY
Capt. Inf.
Adjutant

I hereby certify the above to be a true copy of the original.

Nuremberg, 15 December 1947

signed Dr. BOETTCHER
Attorney

- 29 -

Affidavit.

I, Walter MARLEONT, General of Artillery in retirement, at present at the Palace of Justice, Nuernberg, have first been warned that I render myself liable to punishment if I give a false affidavit. To the best of my knowledge and belief I affirm that the following affidavit is true and that it was made in order to be submitted as evidence to the Military Tribunal in Nuernberg.

I. In the spring of 1929 I was detailed for one year to the army of the United States with instructions to study the so-called preparations for an "industrial mobilization" of that army. I was at that time Captain of the General Staff in the Army Ordnance Office.

This instruction was given me by Herr GROENER the Reich Defense Minister at that time, who had previously made a corresponding agreement with the US Ministry of War. In the course of my studies I was able to inform myself of the following essential points regarding the state of the preparations for an industrial mobilization of the American Army:

- 1) The Assistant Secretary of War was in charge of the direction of these tasks, attached to this office was the Army Industrial

DOCUMENT BOOK II KRAUCH
KRAUCH DOCUMENT No. 62

College in Washington, where officers of the army ranking from Captain to Colonel were instructed on this subject in courses of one year's duration.

2.) The Office of the Assistant Secretary of War had at that time already issued a number of printed service regulations for the industrial mobilization or fundamental directives, which were handed to me and which approximately corresponded to the later "Plan for Armament Mobilization" of the German Wehrmacht. These books dealt among other things with the directives for the distribution of the individual enterprises to the different branches of the American army, e.g., Ordnance Department, Air Corps, Signal Corps, Chemical Warfare Service, etc.; furthermore they contained directives for the drawing-up of mobilization schedules for the various enterprises, the fixing of priorities, questions of transport and funds, as well as the principles for securing personnel for the armament industry during war time. In every case they also contained regulations concerning the collaboration between the military offices on the one hand and the civilian authorities and the industry on the other.

3.) An example of the practical work of the directing office of the Assistant Secretary of War I was also shown, among other things, the work schedule (Betriebskalender) of a large factory of the peace time industry in Detroit, the name of which I cannot remember, which was considered to be a model for preliminary work of this type in the industry.

DOCUMENT BOOK II KRAUCH
KRAUCH DOCUMENT No. 62

This schedule contained mainly the war orders allocated to this factory, giving details of the kind of war material, number and dates of delivery, and also surveys of personnel and material requirements, including the supply of raw materials, semi-finished products and machines, necessary for the execution of this order.

This schedule had been drawn-up by the factory concerned in accordance with the directives of the Office of the Assistant Secretary of War, had caused the factory considerable expense, as I was told, and was especially pointed out as an example of model collaboration and devotion of the industry to the requirements of home defense.

4.) From my participation in the inspection, which took place each year at the Aberdeen training grounds, and from military journals of that time I know that on this and also on other occasions the industrialists of the United States who were working with the army in this sphere, were invited and acquainted with their tasks. The journal "Army Ordnance" contained current reports of this kind from almost every part of the country.

II. 1.) In accordance with the purpose of my assignment,

DOCUMENT BOOK II KRAUCH
KRAUCH DOCUMENT No. 62

The Reich Defense Ministry instructed me upon its termination in May 1930 to make a report on the information and experience I had thus gained, stressing above all the possibility of applying the American procedure also to a possible later collaboration in those fields between the German army and the German industry. I devoted 3 to 4 months to this work and was then transferred to the regular army in the autumn of 1930. Upon my return to the Reich Defense Ministry, in the spring of 1933, I was able to ascertain that the fundamental plans and procedure of the US army as to organization in this field had essentially influenced the similar studies and plans at the Army Ordnance Office.

2.) Without being able to give exact details I have no doubt that at that time all nations whose armed forces were of any size and whose industries were of a similar extent, pursued such preparations for an industrial mobilization as an indispensable part of modern preparation for home defense. Among other things I know that the conception of "shadow factories" had originated in England.

III. i) From the extent of German re-armament in the second half of the thirties, not even the General Staff officer working in a central position in Berlin could draw the conclusion

DOCUMENT BOOK II KRAUCH
KRAUCH DOCUMENT No. 62

that HITLER was preparing for mass conflicts in the near future or even that he was preparing a war on his own resolution, the less so as even in the autumn of 1939 the extent and type of armament were far from meeting the demands of a modern war. After the end of the Poland campaign, for instance, and on my own initiative, I prepared a memorandum in which, based on documents supplied to me by the office of General THOMAS, I clearly expressed my conviction of the insufficiency of German armaments for an offensive warfare against the eastern powers.

2.) I state that up to HITLER's definite order of 31 August 1939 I never believed that he seriously planned a war, but regarded the preparations of the Wehrmacht of that time only as reinforcing diplomatic pressure, similar to the events in the autumn of 1938, which led to the Munich agreement. My opinion that a war was not planned, was among other things confirmed by the fact that the Tannenberg celebrations in East Prussia were planned for the end of September and that the Party Rally in Nuremberg was also to take place the same month and elaborate preparations were made for both. When the German press reported the conclusion of the treaty with Russia, my conviction that war would not break out was further strengthened.

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I believe I am not mistaken when I say that this opinion of mine was shared by the vast majority in Germany, the more so as one could not speak of any war enthusiasm of the German people. This aversion of the German people to armed conflicts and the desire for a peaceful development had been clearly expressed in Munich on the occasion of the visit of Chamberlain and Daladier, when they were received with enthusiasm, and these sentiments were also interpreted by the foreign press in this manner.

Nuernberg, 20 December 1947

Signed: Walter WARLEONT.

The above signature of General of Artillery in retirement Walter WARLEONT, affixed before me, attorney-at-law Dr. Heinrich von ROSENFELD, is herewith certified and attested by me.

Nuernberg, 20 December 1947.

signed: Heinrich von ROSENFELD

- - - - -

The true and correct copy of the above document is certified.

Nuernberg, 22 December 1947.

signed: Dr. BOETTCHER
Attorney

DOCUMENT BOOK II LAUCH
LAUCH DOCUMENT No. 100

E x c o r p t.

Composition on war Economic research and training. Published
with assistance of the authorities by Major Deacon (Professor)
Dr. Kurt HESSE.

ECONOMIC
Mobilization of the USA
By Gerold von MINDEN
Braesche Publishing House Bremen

- - - - -

Composition on war Economic research and training. Published with
the assistance of the authorities by Major (E) Dr. K. HESSE, Deacon
(Professor) at the University Berlin.

- - - - -

Economic mobilization of the
USA.

Economic Planning under war Economic aspects
by
Gerold von MINDEN

Hanseric Publishing House Hamburg

- - -

Printed by the Hanseric Publishing House Aktiengesellschaft

Hamburg 36 and Landsberg

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Hamburg 36 / Printed in Germany

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DOCUMENT EOO II 53-008
KODAK DOCUMENT No. 100

I hereby certify the above to be a true copy of the original.

Newark, 29 December 1967

signed Dr. BOETTCHER
Attorney

Dr. Friedrich GEISCH

Oelde, 15 December 1947
Hannoversche Str. 35

Attorney FÖTTCHER
at present in Nuernberg.

Dear Dr. FÖTTCHER,

You have made enquiries as to what information I was able to furnish concerning long term foreign investment transactions within the Four Year Plan which were initiated before the war.

Aware that I render myself punishable by making a false affidavit, I hereby declare the following on oath:

1. Personal:

From 1936 until 1945 I worked in the Four Year Plan as Ministerialrat and later as Ministerialdirektor.

2. Factual:

From my former work I can quote the following transactions from memory which were either initiated or concluded by the Four Year Plan before 1939:

1. Anticosti-Expedition: Anticosti is an island located in the south of the St. Lawrence River in Canada. It was said to be a illegal French...-heldin which was for sale. The transaction was initiated by Niedlmunich.

who claimed to be able to negotiate the purchase and drew attention to the abundance of wood on the island. The matter was considered bona fide, and an expedition was therefore sent to make investigations under direction of Forstmeister (rancher) MÖHRY of the Office for German Raw- and Industrial Materials - which later became the Reich Office for Economic Development - with a number of other gentlemen participating. When this expedition is executed, caused lively discussion in the Canadian and American press, GOERING wrote to the Canadian Minister President MACKENZIE KING.

The project then miscarried, not lastly for political reasons, which did not emanate from us; it is possible - but I cannot remember this exactly - that the material results of the expedition were also unsatisfactory.

2. Assuan: The firm Otto VOLFF referred to the large iron ore deposits in Upper Egypt and claimed to have favorable connections with the owners and the Egyptian Government. He was instructed by the Four Year Plan to pursue the matter further and to report on the foreign exchange expenditure required.

I seem to remember that this project miscarried due to Otto VOLFF's death.

3. Konakry: The firm Otto OLFF referred to the very large and particularly good quality iron ore deposits in French West Africa (Island Konakry), which were extremely well situated in respect of transportation. In this case also they were authorized and instructed to negotiate with the French owners, possibly on the basis of a fifty-fifty agreement, if Germany undertook the investment.
4. Brazilian ores: The Vereinigte Stahlwerke owned shares in Brazilian iron ore deposits, which were favorable as such, but disadvantageous as far as transportation was concerned. Railroads would have to have been built in the Andes. However, the Vereinigte Stahlwerke were instructed to apply themselves earnestly to this question in the interest of the executors of the Four Year Plan.
5. Ecuador oil: The firm Otto OLFF held applications for promising oil mining concessions in Ecuador. While currency restrictions were in force, the Four Year Plan and the Ministry of Economy furnished the foreign currency required for maintaining the rights of protection, and the upkeep of the research installations. The center of the firm of Otto OLFF, Giessersleben, regarded this project as very favorable, which was moreover evident from the fact that the large American petroleum firms also started drilling in the immediate vicinity.
6. Tropical wood: The Instituto for Colonial Timber Research

investigated the suitability of timber from East Africa for supply of cellulose very intensively before the war. It is possible that Prof. HESKE-PIERANDT, assisted by the Reich Forestry Office, also equipped an expedition to do there, however I cannot state this with certainty.

7. China, Siam: In agreement with GOERING, the firm Otto VOLFF had to negotiate on long term contracts with both states. The Four Year Plan hoped for wolfram, wood-oil, soya beans, tin and other raw materials. Through Mr. VOLFF, GOERING sent a letter to Siam to the Siamese Minister President PU, known to him from the midet corps. Otto VOLFF reported very dramatically about the results afterwards.

Owing to German policy swing in, round from China in favor of Japan and the overthrow of the above-mentioned Minister President, the transactions were not concluded according to expectations.

8. Whaling: GOERING did not confine his special partiality to the expansion of German fishing, especially deep sea fishing, he also aimed at Germany's participation in international whaling. The firms Driilever and Roemtsch were ordered to construct whaling tenders, ministerialdirektor OLTSCH was sent to the international whaling conference as the German representative.

DOCUMENT BOOK II KRAUCH
KRAUCH DOCUMENT No. 99

Looking back, all these projects might seem somewhat
fantastic, particularly since, with the exception of No. 6, five
of them showed positive success. One fact can however be deduced
from this enumeration:

The realization of the projects was possible in, once time only,
because it is obvious that Germany could only have successfully pursued
its plan if it had not been attacked at all. If the officials of
the Four Year Plan which dealt with the transactions had anticipated
an early war, those investments of materials, manpower, steel and
foreign currency in the enterprises would have been foolish.

With kind regards

Yours

Signed Dr. GLAUSCH

- - -

I hereby certify the above signature to be that of Dr. Friedrich
GLAUSCH, born 23 October 1884 in Lüneburg, West Prussia.

Hannover, 16 December 1947

Official seal: County Councillor
of the Regional
Section, Hannover

Administration
of the Local Section Hannover
The Oberkreisdirektor
By order:
Signed: signature

I hereby certify the above to be a true copy of the original.

Hannover, 22 December 1947

Signed Dr. GÖTTSCHE,
attorney

Affidavit

I, Dr. Karl BRANDT, at present in the Landsberg fortress, have first been warned that I render myself liable to punishment by making a false affidavit. I declare on oath that my statement conforms to the truth and is made to be submitted as evidence to the Military Tribunal at the Palace of Justice in Nuremberg.

At the beginning of 1944 I invited Professor Dr. Carl BRAUCH to a conference at the clinic of the University of Berlin, in order to learn what were his views regarding general protective measures in case of gas warfare, which had to be feared.

Professor BRAUCH depicted to me, very convincingly, the terrible effects gas warfare would have on the civilian population; I thereupon requested him to state his opinion in a memorandum, which he did. In his memorandum Prof. BRAUCH advocated the abstention from gas warfare under all circumstances and as an instance quoted the possibility of Berlin being gassed with mustard gas. After such an attack it would be necessary to evacuate from Berlin the entire population by a few roads, which had been cleared of the mustard gas beforehand. The thorough clearing of Berlin of mustard gas would require weeks or even months.

Landsberg fortress, 26 November 1947

signed Dr. Karl BRANDT

DOCUMENT BOOK II BRAUCH
BRAUCH DOCUMENT No. 51

I herewith certify that the above is the true signature of Karl GANTZ.

signed Lloyd A. WILSON
Captain CMP
Prison Officer

I hereby certify the above to be a true copy of the original.

signed Dr. Conrad GOETTCHEW
Attorney

A f f i d a v i t .

I, Wilhelm GRÖTZE, resident in Sandhorst-Aurich, Eschenallee 5,
have first been warned that I render myself liable to punishment by
making a false affidavit. I declare on oath that my statement con-
forms to the truth and is made to be submitted as evidence to the
military Court at the Palace of Justice, Nuremberg.

- 1) I was referent for economic questions with State Secretary
AUERHÄUS at the Four Year Plan Office since the initiation of the
Four Year Plan. In that capacity I usually participated in the
sessions of the so-called "General Council" and have acted as
secretary.
- 2) Since his appointment as Plenipotentiary General for Chemical
Matters Professor RAUCH was called in when the General Council held
its sessions. At those sessions Professor RAUCH never made
political remarks but only gave his objective opinion as a chemist
in connection with the problems dealt with.
As far as his work report is concerned, which he gave before the
General Council on 23 April 1939, Doc. EC 262, English Document Book
No. 20, vol. 68, Exhibit No. 465 and in particular the summary on page
76 of the original, which has been submitted to me, I can testify

DOCUMENT ROCK II KRAUCH
KRAUCH DOCUMENT No. B4

that the political remarks of Professor KRAUCH contained in this summary were not made before the General Council.

3.) Professor KRAUCH and I met at numerous conferences with State Secretary LUEHNER and also on other occasions. Professor KRAUCH mostly used to speak about topics concerning his chemical tasks. In my presence Professor KRAUCH never expressed his views on political matters; on the contrary I remember that he avoided such discussions.

Nuernberg, 11 December 1947

signed Wilhelm MAROTZKE

I hereby certify and attest the above signature affixed before me,
Dr. Heinrich von HOSPATT, attorney, to be that of Herr Wilhelm
MAROTZKE, resident in Sandhorst-Aurich, Eschenallee 5.

Nuernberg, 11 December 1947

signed Heinrich von HOSPATT
Attorney

- - - -

I hereby certify the above to be a true copy of the original.

Nuernberg, 13 December 1947

signed Dr. GESTICHER
Attorney

A f f i d a v i t.

I, Dr. Gerhard RITTER, at present in Nuernberg, Palace of Justice, having been warned that I make myself liable to punishment by giving a false affidavit, declare on oath that my statement contains the full truth and is made in order to be submitted as evidence to the Military Tribunal in Nuernberg, Palace of Justice.

As a colleague of Professor Dr. Carl KRAUCH's, I would make the following comments as regards his work report to the General Council, document No. RG-282 exhibit 455; English document book 20:

As regards the technical details contained in it, this report was drawn up by the various specialized departments in consultation with me. In the matter of mineral oils, mention was made of the establishment of close economic relations with South East Europe, as regards powder and other explosives a comparison was made with the Hindenburg Program of the World War.

The short summary containing ideas on military policy was not written by me. I suppose that it was drawn up by those people in the Reich Office who were well-informed on military and political matters, perhaps Dr. BAUR, Major CZIKATIS or Herr KIRSCHNER.

I never heard of any opinions on military policy expressed by Professor KRAUCH. He always confined himself to the purely objective presentation of the problems arising in his sphere of work. As far as I know, Professor KRAUCH never spoke

DOCUMENT BOOK II, KRAUCH
KRAUCH DOCUMENT No. 76

from notes but discussed the questions concerned extempore.

Nuernberg, 15 December 1947

signed: Dr. Gerhard RITTER

I herewith certify the above signature to be that of Dr. Gerhard
RITTER, affixed before me, Dr. Heinrich von ROSPATT, attorney-at-law.

Nuernberg, 15 December 1947

signed: Heinrich von ROSPATT
Attorney-at-law

I herewith certify that the above is a true and correct copy of the
original.

Dr. Conrad BOETTCHER
Attorney-at-Law

A f f i d a v i t

I, Julie RASTIN, resident at Stolberg, Rhineland, Jodorneweg 9, having been warned that I make myself liable to punishment by giving a false affidavit, declare on oath that my statement is true and is being made in order to be submitted as evidence to the Military Tribunal in Nuernberg, Palace of Justice.

- 1.) In 1927, as a former student of the Stuttgart Waldorf schools, I went to live with the family of Dr. Carl KRAUCH as governess to his children. I remained with them until 1930, but even after that date I stayed at Dr. KRAUCH's house for several visits lasting a few weeks at a time.
- 2.) During those visits in the years between 1935 and 1939, I heard that the Security Service and the Gestapo were watching the house. In 1941 I myself once witnessed how an official of the Security Service searched Dr. KRAUCH's library for any literature not acceptable in the eyes of the Party. In particular they looked for the well-known "Gruene Blätter" of the Waldorf schools, which were considered inimical to the Party.

Stolberg, 8 December 1947

signed: Julie RASTIN
.....
(signature)

DOCUMENT BOOK II, KRAUCH
KRAUCH DOCUMENT No. 86

I hereby certify the above signature to be that of Julie
BASTIN.

Stolberg, Rhineland, 8 December 1947

The Stadtdirektor
Department for Public Order

seal

by order:
signed signature
Stadtberinspektor

I herewith certify the above to be a true and correct copy of
the original.

Nuremberg, 13 December 1947

signed: Dr. BOETTCHER
Attorney-at-Law

at present at Brüsselbach
20 November 1947

A f f i d a v i t .

I, Alexander von FALKENHAUSEN, Infantry General, retired,
at present in Neustadt camp, Kreis Marburg/Lahn, having been warned
that I make myself liable to punishment by giving a false affidavit,
declare on oath that my statement contains the full truth to the
best of my knowledge and belief, and is made in order to be submitted
as evidence to the Military Tribunal at the Palace of Justice in
Nuernberg.

- 1.) In the summer of 1941, in my capacity as Military Commander of
Belgium and Northern France, I asked Professor Dr. Carl KRAUCH
to come to see me in Brussels in order to discuss with him the
proposed dismantling of the nitrogen plants which were situated
in this area and which had been closed down. It has been suggested
to me that I should arrange for these installations to be
taken to Germany and should start them up again there with the
help of workers who were also to be brought to Germany. During
the above-mentioned discussion Professor Dr. KRAUCH maintained
that the plants should be started up again in their present
location. As a result the dismantling was not carried out. Professor
Dr. KRAUCH said that he was prepared to support the plants
by making power, coal, transportation means, etc. available to
them. In his capacity as Plenipotentiary General for Social
Problems in the Chemical Production, he promised to send an
expert for the execution and safeguarding of this plan.

DOCUMENT BOOK II, KRAUCH
KRAUCH DOCUMENT No. 77

2.) As a result of this discussion Dr. Ing. Karl RUMSCHENK was sent to Brussels at the beginning of 1942 and until summer 1944 he worked in the occupied Western territories as expert with full powers for the nitrogen industry. It was due to his efforts that the nitrogen production in the occupied Western territories was started up again and that thereby the food position in those countries was improved.

(signed:) Alexander von FALKENHAUSEN
20 November 1947

certified signature
by order: Gollbrot (seal)

I herewith certify the above to be a true and correct copy of the original.

Nuremberg, 13 December 1947

signed: Dr. BOVITCHER
Attorney-at-Law

TRANSLATION OF KRAUCH DOCUMENT No. 4
OFFICE OF CHIEF OF COUS IN POK MAR C.I.E.S.

Krauch No. 4
Exh.

A f f i d a v i t .

I, Carl Zumschmidt, Jr. of Enz., Arndtstr. 60,
Lortmund, have been warned that I shall be liable to punishment
if I submit a false affidavit. I declare on oath that my
statement is the truth and that it was made in order to be
submitted as evidence to Military Tribunal No. VI in the
Place of Justice, Nuernberg, Germany.

- 1.) I have been employed since 1928 at the Loewe Works,
which belong to the I.G. Farben Konzern. In the summer of
1941 I received the following commission from Professor
Dr. Carl Krauch:

Professor Krauch informed me that he had been ordered to
Brussels by General von alkhausen, the military
Commander-in-Chief of Northern France, Belgium and Holland,
because of the projected dismantling of the idle nitrogen
plants in those territories. These plants were to be removed to
Germany, where they were to be set in operation by the workers
who were also to be deported to Germany. Professor Krauch
mentioned that he had succeeded in preventing the execution
of this plan by offering to put the plants back in operation
at the place where they were situated, in order thereby to
help improve the food situation in the occupied countries.
Professor Krauch said that he had offered to assist these
plants by making electric power, coal, means of transportation,
and the like, available to them. He said that, by virtue
of his position as Plenipotentiary General for Special
Problems in Chemical Production, he had arranged to

(page 2 of original)

obtain a specialist to execute and ensure the carrying
out of this plan. He said that I had been selected for this
mission, and that I was hereby given the task of taking
charge of the above-mentioned responsibilities.

- 2.) In carrying out the commission mentioned in 1.) above,
I remained from January, 1942, until August, 1944,
in the occupied western territories as specialist agent
for the nitrogen industry of the occupied western
territories. I carried out this mission as an honorary
officer, without giving up my professional position, and
I received my instructions from Professor Krauch. My
organization thereby effected the following developments
in nitrogen production in Belgium, Holland and France.

TRANSLATION OF KRUCH DOCUMENT NO. 4
CONTINUED

Kruch No. 4
Exh.

(page 2 of original cont'd)

a) Belgium: In the calendar year 1941 there was produced in Belgium:
53,820 tons of synthetic nitrogen in the form of ammonic.
In the calendar year 1942 the production was
81,620 tons.
in the first half of 1943 44,190 tons
in the second half of 1943 40,700 tons

After the introduction of our measures in 1942 the production of nitrogen in Belgium was substantially increased. This was also the case in 1943, in spite of the ever-increasing difficulties in all fields of industry. Not until 1944 were our efforts to maintain production seriously checked, and finally completely paralyzed, by military action.

(page 3 of original)

b) Holland: The production of nitrogen was:

in the calendar year 1941	64,434 tons
" " " 1942	60,509 "
in the first half of 1943	25,670 "
" " second " " 1943	29,035 "

As may be seen, it was not possible to bring about an increase of production in Holland by means of our assistance. Our organization could not provide effective defense measures against the bombing of the nitrogen plants in Holland, which had already begun very early in the war, although we did succeed in strengthening the defenses.

The greatest efforts were required to maintain the production in Holland even at the level specified. This, again, is to be attributed mainly to our organization, which has been established by Professor Kruch.

TRANSLATION OF KRAUCH DOCUMENT NO. 4
CONTINUED

Krauch No. 4
Exh.

(page 3 of original cont'd)

c) France: The production of nitrogen was:
in the calendar year 1941 136,100 tons of synthetic
nitrogen
" " " " 1942 139,545 " " " "
" " first half of 1943 70,920 " " " "
" " second " " 1943 57,840 " " " "

In 1944 the great destruction by air raids of transportation facilities, coking plants, central electricity plants, etc., seriously interfered with nitrogen production, and we were unable to provide any effective defense measures.

(page 4 of original)

Moreover, in comparison to Belgium, there was only a small increase in nitrogen production in France. Nevertheless, we had to exert great efforts to achieve this level of production. In this case, too, the service provided by the organization set up by Professor Krauch had beneficial results for this foreign country.

To achieve extensive utilization of the synthetic ammonia produced in France, which could not in every case be processed locally into fertilizer, we arranged for the exchange by France of technical nitrogen in the form of nitric acid for fertilizer nitrogen from Germany, which was imported into France. In this way about 4,700 tons of fertilizer was brought to France from Germany.

3.) Our organization also successfully interceded for the release of several hundreds of French and Belgian prisoners of war from Germany for labor service in the nitrogen industry of their respective countries. The French and Belgian nitrogen industry extended its special thanks to me at the time for this measure. These industries were represented by:

President Aubrun, Paris, Compt. Francaise des Azotes,
Director General Belomg, Paris, Compt. Francaise des Azotes,
Director General Voituron, Bruxelles, Compt. Belge des Azotes.

4.) In order to attain the maximum production of nitrogen in the western countries as ordered by Professor Krauch, the technical experience of all the German nitrogen plants was generously made available to them.

TRANSLATION OF KLAUCH DOCUMENT NO. 4
CONTINUED

Klauch No. 4
Exh. No

(page 5 of original)

To this end trips to the western countries were arranged for German specialists for the purpose of concluding agreements and holding technical discussions; also, arrangements were made for the inspection of German nitrogen plants by Belgian, French and Dutch specialists. No demand was made for payment of any kind from the western nitrogen industries. The names of the German specialists are:

Director Mr. Peterson, Dr. Jacobson, Stickstoffwerke (Nitrogen Works) Wolfen; Engineer Hillekamp, Stickstoffwerke Nauval; Director Jansch, Suhr as in Esso; Dr. Ulrich, Kohlen Syndikat Esso; Mr. Heller, Stickstoffwerke Lenna (Leunawerke) Betriebsleiter Grimmel, Gipswerke (Gypsum Works), Niedersachsenwerken.

5.) Through our intercession it was possible to prevent the imposition of penal measures. For example, we succeeded:
a) in preventing the death sentence on a Belgian engineer from being carried out. The person concerned was an engineer of the Stickstoffwerke Portram by the name of van den Couvel. Besides myself the following also have knowledge of this set of intercession:

Herr Arnold Suhr, Amsterdam, Holland, G.v.d.Veenstraatse 80.

The intercession was made in the following way:
My organization received knowledge of the sentence on Herr van den Couvel. My colleague, Herr Arnold Suhr, thereupon contacted the German Military Court in Brussels and obtained remission of the sentence. The accused person was brought to Germany.

(page 6 of original)

There he was released by the allied Forces from a prisoner's camp at the time of the collapse.

b) in procuring the remission of a sentence of imprisonment which had already been pronounced on a French plant director. The person concerned was Director Bennet, of the Stickstoffwerk "Nzier, near Louvain, Northern France. Herr Arnold Suhr, Amsterdam, Holland, and Ludwig Hill, Lenna, know of this case.

c) in protecting the Jewish wife of a Dutch plant director against anti-Jewish measures. Her name is: Frau Director Rose von Lennep, Lutterade, Holland.

Besides myself the following persons also know of this case:

Herr Arnold Suhr, Amsterdam, Holland, G.v.d.Veenstraatse 80, and Ludwig Hassenkamp, Amsterdam, Holland, Parmaasweg.

TRANSLATION OF KRAUCH DOCUMENT NO. 4
CONTINUED

Krauch No. 4
Exh.

(page 6 of original cont'd)

The intercession was made in the following way:
Pursuant to the campaign under way against the Jews Frau Ross von Lennep was to wear the Jewish Star and to be confined to her home; also, her internment in a camp was planned.
My organization appealed to the competent German authority in the Hague and requested the remission of this measure. The reasons which we gave resulted in the remission of the imposed or pronounced measures.

d) another case concerns an employee of the Compt. François de l' Aute, in his branch office at Toulouse.
I do not remember the name of the person involved, he was released by my colleague Mr. Hill, from detention by the Gestapo in Toulouse, who had arrested the Frenchman. The reason

(page 7 of original)

given for the arrest was illegal crossing of the Spanish border.
The facts described above are by no means to be regarded as events which might have been taken as a matter of course, if the circumstances and situation resulting from the war are taken into consideration. The successful accomplishment of the actions described above was possible only by means of the unremitting exploitation of all the means available to us, often in opposition to the views held by the German authorities and government agencies.

Professor Krauch repeatedly influenced our actions by his own energetic attitude and appealed to higher Reich headquarters for the approval of our actions. Without the authority of Professor Krauch many of our proposals and requests would never have received consideration and the measures which we ordered would not have been carried out.

Dortmund, 10 November 1947

Lr. Rdt.-Ri.

(signed): Mr. Romshveldt

Certified true copy,
Dortmund, 15 November 1947
The Oberstadtdirektor
by order (signed): Schmidt

1 Rai revenue stamp paid.

TRANSLATION OF KRUCH DOCUMENT NO. 4
CONTINUED

Kruch No. 4
Exh.

CERTIFICATE OF TRANSLATION

10 December 1947

I, John Posberry, No. 20 179, hereby certify that I am thoroughly conversant with the German and English languages and that the above is a true and correct translation of Kruch document No. 4.

John POSBERRY,
No. 20 179.

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ENL

11-62

TRANSLATION OF KRAUCH DOCUMENT No. 34
OFFICE OF CHIEF OF COUNSEL FOR THE CRIMES

Krauch No. 34
Exh. No. . .

Weidenburg, 18 July 1947

Affidavit

I, Dr. Friedrich E. B. I., residing in Ludwigshafen/Rh., Badische Anilin- und Sodaefabrik, in the first place have been duly warned that a false statement on my part will render me liable to punishment. I declare on oath, that my statement is the truth and is made to be used as evidence by the Military Tribunal in the Palace of Justice, Nuremberg.

Towards the end of 1943, I was sent to Amsterdam by Prof. Krauch in order to inspect the Laboratory of the Batavischen Petroleum-Kunststoffen (BPK) there. Through a letter of introduction from Prof. Zerbo, the scientific director of the Hamburg works of the Shell-group, I soon engaged in confidential discussions with Dutch gentlemen, particularly with Herr Grevier. The Dutch complaint was that the laboratory had been left without security against all kinds of depredations by German offices, and that if this state of affairs persisted, the laboratory would suffer heavy damage. In the opinion of the Dutch, there must certainly be someone amidst the confusion of the war who still understood that an establishment as valuable as the Amsterdam Laboratory of the BPK must not be destroyed, for the sake of mankind regardless of the outcome of war.

(page 2 of original)

I gave my assurances that I entirely shared this opinion, and that I believed that I could also express the same opinion on behalf of Prof. Krauch. After some deliberation, it was agreed that attempts be made to place the supervision of the laboratory in the care of Prof. Krauch in his capacity as General Plenipotentiary for Special Questions of Chemical Production, if possible.

After my return to Berlin I presented this plan to Prof. Krauch and received his immediate approval. He made the necessary request to Speer, and after some time received an order to "incorporate the laboratory in the military research program of Germany".

The research program of the BPK subsequently placed before us contained, in effect, only projects which undoubtedly had no connection whatever with the prosecution of war, or which could be utilized for German military purposes only at great expense and on the basis of good-will on the part of the Amsterdam scientists. Thus it is clear that there was no question of actually allocating the laboratory to the service of German interests. Nevertheless, we proclaimed the research program of BPK to be essential in its entirety to the war effort, and in this manner we were actually able

TRANSLATION OF KRAUCH DOCUMENT NO.34
CONTINUED

Krauch No.34
Exh. No. . .

(page 3 of original)

to leave it undisturbed for about 1 year.

Towards the end of the war, in December 1944 or January 1945, we received a strict order from the Spoor Ministry to transfer the laboratory to Germany or to distribute its facilities among German laboratories. We replied to this request by saying that we designed a process developed in Amsterdam for partial propane combustion, which also produced nitrogen peroxide, as indispensable to jet propulsion, although the process could not be considered in view of others developed in Germany. This process was accorded the highest possible priority rating applicable to research work. Thus the laboratory could carry on until about February.

A final assault was made, I believe by the Wehrmacht, when the Allies were already in the country and everything was upside down in Holland.

(page 4 of original)

I myself was indisposed, but Dr. Kroonert again drove to Amsterdam at the time, accompanied by Prof. Zerbo, under great difficulties; and was able to prevent the destruction of the laboratory - there had been talk of blowing it up, - until the approaching end of the war put an end to all plans. To be sure, I was only recently informed by Dr. Kroonert of the outcome of the final interlude, for I had not seen him again during those weeks.

I would emphasize that all these steps were taken with the knowledge and approval of Prof. Krauch.

(signed) Dr. Friedrich Eböll

The above signature of Dr. Friedrich Eböll, Ludwigshafen/RH., executed before me attorney-at-law Dr. Heinrich von Rospatt, is hereby certified and witnessed.

Waldenburg, 10 July 1947

(signed) Heinrich von Rospatt

TRANSLATION OF KRAUCH DOCUMENT No.34
CONTINUED

Krauch No.34
Exh. No. . ,

CERTIFICATE OF TRANSLATION

11 December 1947

I, George Goodman, No. 34789, hereby certify that I am
thoroughly conversant with the English and German languages,
and that the above is a true and correct translation of
Krauch-document No. 34.

George GOODMAN, N. 34789.

- 3 -
"END"

- TRANSLATION OF KRAUCH DOCUMENT No. 48 -
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Krauch No. 48
Exh.

Mr. Hermann Zorn,
Rosenthal, Bezirk Kassel
House 229

Rosenthal, 26 August 1947

I f f i d e s v i t .

I, Mr. Hermann Zorn, residing at Rosenthal, Bezirk Kassel, have been duly warned that any false statements on my part will render me liable to punishment. I herewith state on oath that my statements are correct. They were made in order to be submitted as evidence to the Military Tribunal at the Palace of Justice, Nuremberg, Germany.

In November 1945 in my capacity of technical delegate for the lubricant trade (Fachbeauftragter fuer Schmierstoffe) upon instructions from Prof. Dr. Krauch, Plenipotentiary General for Special Problems concerning Chemical Production, I visited the Amsterdam Research Institute of the Batavischon Petroleum Maatschappij in order to examine the possibilities of a transfer of this institute to Germany. My impression when inspecting this excellently equipped institute and detailed discussions with the Dutch gentleman, particularly Herr Gaviot, led me to believe that it would be a crime against civilization (Kulturrevolution) if this well constructed and beautiful apparatus was ruined by an evacuation there never being any guarantee that after an evacuation such an institute could be reconstructed in exactly the same way. Upon my return I recommended to dear Prof. Krauch that he, himself should take charge of this valuable institute which was now defenselessly at the mercy of all sorts of more or less experienced German authorities.

(page 2 of original)

Prof. Krauch immediately approved this proposition and after a while he succeeded in taking charge of the research work of the Amsterdam institute.

(signed): Mr. Hermann Zorn
Rosenthal, 1 September 1947

This is to certify to the correctness of the above signature.

(signed): Hermann
(Mayor)

(Stamp):
(Office seal of the town of Rosenthal).

TRANSLATION OF KRAUCH DOCUMENT NO. 46 -
CONTINUED

Krauch No. 46
Exh.

CERTIFICATE OF TRANSLATION

11 December 1947

I, John Fosberry, No. 20 179, hereby certify that I am thoroughly conversant with the German and English languages and that the above is a true and correct translation of Krauch Document No. 46.

John FOSBERRY,
No. 20 179.

- 2 -
" END "

A f f i d a v i t .

I, Ir.G.J.L. GAVIET, living at Bussum, Isaac da Costalaan 12, having been cautioned that I render myself liable to punishment by making a false affidavit, declare on oath that my statements are true and were made to be submitted as evidence to the Military Tribunal, Palace of Justice, Nuernberg, Germany.

Without having details of the conversations which Dr. Friedrich REBEL, Ludwigshafen/Rhein, Badische Anilin- und Sodaefabrik, and Dr. Hermann ZORN, residing at Rosenthal, Kassel district, had with Prof. Dr. KRAUCH in Germany, I gladly confirm that, without the intervention of Herr REBEL and Herr ZORN, and the support of Prof. KRAUCH, it would not have been possible to safeguard the continued existence of the laboratory of the Nederlandsche Petroleum Maatschappij in Amsterdam during the war and, particularly towards the end of the war. I confirm, in a general sense, the contents of the affidavits of Dr. REBEL and Dr. ZORN, dated 15 July 1947, and 1 September 1947, resp., both of which I have read. I particularly confirm the information that there was no question of any actual use of the laboratory for German interests and that, in spite of the fact that the research program of the Nederlandsche Petroleum Maatschappij in Bunsch and Bogen was declared as essential to

DOCUMENT BOOK III, KRAUCH
KRAUCH DOCUMENT No. 58

the war effort.

Bussum, 24 November 1947

signed: G.J.L. GAVIET

Seen by me, Mr. Johan Casper Hendrick NIEGMANN, Kandidat-Notar,
living at Bussum, deputy for the deceased notary Petrus Schoffe-
laar Klots with offices at Bussum, for the purpose of certifying
the signature of Herr Gerard Johan Louis GAVIET, former engineer,
during the war director of the laboratory of the "Bataafseche
Petroleum Maatschappij" in Amsterdam, residing at Bussum, Isaac
de Costalaan 13.

Bussum, 24 November 1947

L.S. (signedt) NIEGMANN

DOCUMENT BOOK II, KRAUCH
KRAUCH DOCUMENT No. 58

It is hereby certified that the above document is a true and
faithful copy.

Dr. Conrad BOETTCHER
Attorney-at-Law

A f f i d a v i t .

I, the Reich Minister in retirement, Geheimrat Oberreiterungs-
rat, Attorney and Notary Heinrich F. ALDACH, Berlin-Zehlendorf-
West, Flensburgstrasse 18, have first been cautioned that I render
myself liable to punishment if I make a false affidavit. I
declare under oath that my statement conforms to the truth and
was made to be submitted as evidence to the military Tribunal at the
Prince of Justice, Nuremberg, Germany.

I declare the following:

- 1) As regards my own person, I would like to state that
I neither belonged to the Party nor to any of its branch
organizations, that by my political record as republican Reich
Minister, as well as in my entire inner attitude, I was opposed to
the Party; in September 1944 I was arrested as a result of the
events on 20 July 1944, as well as on account of my friendly
attitude towards Jews; I was held in solitary confinement until
February 1945, then temporarily released and recaptured, and
thus faced execution through a chain of unfavorable circumstances.
- 2) I came into closer contact with Herr LAUDACH through
the fact that he was elected to the Aufsichtsrat of the Fordwerk AG,
a subsidiary of the Ford motor Company in Dearborn, Detroit, Michigan,
USA, of which I was the chairman. Herr ALDACH

was appointed chairman of the Aufsichtsrat. This also led to a brisk business correspondence, during the course of which a frequent exchange of opinion on the general situation was unavoidable. At this point I must stress that Herr KRAUCH expressly supported all measures which were necessary for the protection of American property. He especially prevented the company's being incorporated into the Hermann-Göring-Konzern in the course of efforts made on the part of the government, which fact most probably led to the conversion of the Fordwerke into munition works. Through conferences with LANDFRIED, State Secretary at that time, and subsequently with GOETTING, Professor KRAUCH was able to bring it about that the Fordwerke retained their independence.

3) The attitude and views held by KRAUCH must be evaluated from the viewpoint that he was not only a member of the Aufsichtsrat of the Fordwerke AG, but was also a chairman of the Aufsichtsrat of the I.G. Farben as the successor of the late Gehimrat BOSCH. BOSCH was a passionate opponent of HITLER, opposed his policy and especially the devastating consequences of this policy and its methods in the field of science. As it was BOSCH's principle that not only the I.G. Farben, but the entire German industry, even the entire German economic life including agriculture, was based on scientific research, and as

he on the other hand envisaged the end and the final destruction of free science by toxin, the path is laid down by the National Socialist regime, his opposition was unlimited.

KRÄUCH was one of the few who openly opposed HITLER and was continuously in danger of having to pay most heavily for his resistance.

KRÄUCH followed this tradition and previous history. He too had scientific connections, he too held the same essential views and wholly shared the opinion of Goetze & COSSIG, who when he was still alive referred me on various occasions to KRÄUCH. When KRÄUCH became chairman of the Aufsichtsrat of the I.G. Farben, the forced incorporation of the I.G. into National Socialist economy was open for the most part accomplished. KRÄUCH could not do anything but he could very well realize it was his task, and he actually did, to protect science and as far as possible the establishments entrusted to his management, from unjustified and harmful influences of the Party and State, as far as he could do so in his position, which was not connected with the immediate direction. I do not doubt for one minute that KRÄUCH took up his position within the Four Year Plan facing a sense of duty and with the full knowledge that it was a thankless task, fully aware of the inevitability of the activities which the I.G. Farben had to perform within the entire economy in order to prevent further disaster, and in doing so, in view of HITLER's decadent Chauvinism, he was forced to camouflage his real attitude. There is no

doubt that he succeeded in his quiet and objective manner in wording off many unpleasant incidents in time.

I never heard that he expressed his recognition of the party nor any veneration for the Führer or for any influential political personality of that time; but he always looked upon political and economic events with a really objective and unprejudiced mind, and I gained the impression that behind this objective attitude he secretly and passionately condemned everything that happened under the National Socialist rule.

I felt that this was a man who out of a sense of duty towards his country and his firm went along an arduous road, fully aware of the inevitable disastrous end.

Berlin, 12 August 1947

signed: Heinrich F. ALBERT

The above signature of Reich Minister in retirement Heinrich Oberrechtsanwalt Attorney and Notary Heinrich F. ALBERT, at Berlin-Zehlendorf-West, Fleesenerstrasse 18 is herewith certified by me.

Entered under No. 174 Year 1947 of the document register.

Berlin, 13 August 1947

Seal (signed) Georg GRAUL, Notary Public

costs: Value RM 3.000,-

According to par. 14,26,55
Turnover tax

7 P. 4.-
" 0.12
<hr/> RM 4.12

signed G. ATL, Notary Public

Georg GRAUL, attorney and notary public, Berlin-Zehlendorf-West,

Boerenstr. 66, telephone: 04 58 64, Postal Check Account:
Berlin 152937

It is hereby certified that this is a true and correct copy of the
above document.

signed Dr. Conrad JETTIGER, Attorney

TRANSLATION OF KRAUCH DOCUMENT No. 41
Krauch No. 41 Exh. No.....
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

R.H. Schmidt

Junkersdorf near Cologno,
7 October 1947
Am Roemerhof 5

AFFIDAVIT

I, Robert H. Schmidt, resident of Junkersdorf n/Koeln, Am Roemerhof 5, have been warned that I am liable to punishment for making a false sworn declaration. I declare on oath that my statement is true and given in evidence for use by the Military Tribunal in Nuernberg.

After war had broken out with the United States of North America, the question immediately became acute what would become of American property in Germany. Necessarily one had to expect that American property would be placed under the control of an enemy property custodian still to be appointed. Ford-Werke AG had a 58% Allied Majority of which 52 % were in the hands of the USA. Since the Ford-Company as one of Germany's biggest truck factories, occupied a special position, the interest of the State was very great to bring this enterprise as far as possible or completely under its influence.

(page 2 of original)

Among the leading powers in Germany there was great interest in securing an influence. Especially the authorities of the Plenipotentiary General for the Four Year Plan, the chief of which was Hermann Goering, showed great interest in getting the Ford-works under their control. Such endeavors were frequently the subject of discussion within the Aufsichtsrat (Board of Directors), at times also in consultation with the Vorstand of the Ford-Werke. The chairman of the Aufsichtsrat Gehriger Dr. H.P. Albert and his deputy, Professor Dr. Krauch, agreed on the desirability of keeping out any outside influence. In my opinion it is only thanks to the common endeavors of both these gentlemen, of whom Prof. Krauch again had the greatest influence with the governmental authorities concerned, that the idea of appointing an outsider was abandoned on the contrary, as chairman of the Vorstand of the Ford Works was appointed custodian of enemy property as well.

The fact that the Ford Werke AG were not interfered with by a custodian of enemy property appointed by the Party and/or the State, has led to the situation that these works were not turned into an armament factory in the literal sense of the word but produced only trucks. This production too, was much lower than the existing capacity.

TRANSLATION OF KRAUCH DOCUMENT No. 41
Kraus No. 41 Exh. No.
CONTINUED

(page 2 of original, cont'd)

The fact that no outsider came in has no doubt prevented the Ford Werke from becoming affiliated to other enterprises.

At the meetings of the Aufsichtsrat, at which the Vorstand took part, Prof. Krauch made the endeavors of the Vorstand as well as of the chairman of Aufsichtsrat and of most of the other members of the Aufsichtsrat, namely to keep out foreign and especially party influence, his own.

(signed:) R. Schmidt

(stamp:)

The above signature of R.H. Schmidt
Junkersdorf, An Roemerhof 5
is herewith certified.

Weiden near Cologne, 16. October 1947

The Office Director
By order:
(signed:) Signature

Duty stamp: stamp
Office, Weiden
Landkreis Cologne Office Weiden
 Landkreis Cologne

CERTIFICATE OF TRANSLATION

12. December 1947

I, George GOODMAN No. 34789, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the Krauch document No. 41.

George Goodman
No. 34789

- 2 -
"END"

DOCUMENT BOOK II ENAUCH
ENAUCH DOCUMENT NO.

CERTIFICATE OF TRANSLATION

13 January 1948

We, Annette Jacobsohn, Hannah Schlessinger and Peter Sissel, hereby certify that we are duly appointed translators for the English and German languages and that the above is a true and correct translation of Document Book II ENAUCH.

ANNETTE JACOBSON
ETO No. 20146

HANNAH SCHLESSINGER
ETO No. 2 061

PETER SISSL
ETO No. 30254

"END"

Case 6
Defense

TRIBUNAL VI

CASE VI

DOCUMENT BOOK III

for

Professor Dr. Carl KRAUCH.

presented by Counsel
for the Defense

Dr. Conrad BOETTCHER
Attorney - at- Law.



Tempo

Index to Document Book III
for Professor Dr. Carl KRAUCH,

Case VI

Doc.No.	Exh.No.	Contents	Page
8		Dr. Willi Handloser's affidavit on Krauch's idea of introducing the method of employing foreign firms together with their foreign skilled workers in Germany on a voluntary basis. " Since the contractual agreements were in fact adhered to and since good pay was offered, it proved possible, by means of this Employment of Firms method, to bring a considerable number of foreign skilled workers to Germany. This employment of firms caused the German Plants considerable extra expense. In spite of this, Krauch, in personal circulars, repeatedly urged that this method be primarily used in meeting the shortage of skilled workers, as this method conformed with his personal opinion on the expediency of and necessity for employing volunteers for all work."	1 - 4
49		Dr. Walter Schieber's affidavit. " I have always had the most energetic support from Krauch when requesting Sauckel not to supply forced labor to the chemical industry."	5 - 6
30		Dr. jur. Ferdinand v.Sciron's affidavit on Employment of Firms (voluntary foreign workers). " The condition of the camps must be described as good throughout. The whole layout of the foreign workers' camps at the Bitterfeld I.G. plant, with their green belts, barber shops, pleasant common rooms, variety troupes specially engaged from the workers' country of origin, caused considerable stir among the German population.	

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Case VI

Doc.No.	Exh.No.	Contents	Page
30 cont'd		By means of this accelerated expansion of air raid installations it was made possible, through the Gebechemie's (Plenipotentiary General for Special Questions of Chemical Production) support, to make available to the foreign workers the same air raid protection measures as were available to German workers."	7 - 9
98		Wilhelm Quack's affidavit, dated 24 December 1947, on a letter to Krauch, dated 15 September 1947. " We also know that workers from foreign countries did not come to work in our plants because they were compelled to do so but that they came as a result of a normal process of recruitment instituted by foreign entrepreneurs. It was you who frequently exhorted us to see to it that the foreign workers were housed and fed as well and decently as was possible. I have seen many hutment camps in which this wish of yours had been realized in a very liberal fashion."	10 - 13
71		Georg Guenther's affidavit. The Gebechemie's group for the employment of firms dealt with the recruitment of foreign workers on a voluntary basis, using the so-called " Employment of Firms" method. Foreign firms contracted to execute certain building and assembly orders in Germany with their own foreign labor. An extract from a contract between Uni-Nesselung and the firm Leon Hecq, Brussels, was given as an example, showing arrangements for hourly rates of pay, leave, journeys home, (every 4 weeks). Employment of voluntary labor from abroad was originated by Professor Krauch. He had obtained satisfactory results with this so-called employment of firms method in the reconstruction of the Oppau works after its destruction subsequent to the first world war.	

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Case VI

Doc. No.	Exh. No.	Contents	Page
30 cont'd		By means of this accelerated expansion of air raid installations it was made possible, through the Gebechemie's (Plenipotentiary General for Special Questions of Chemical Production) support, to make available to the foreign workers the same air raid protection measures as were available to German workers."	7 - 9
98		Wilhelm Quack's affidavit, dated 24 December 1947, on a letter to Krauch, dated 15 September 1947. " We also know that workers from foreign countries did not come to work in our plants because they were compelled to do so but that they came as a result of a normal process of recruitment instituted by foreign entrepreneurs. It was you who frequently exhorted us to see to it that the foreign workers were housed and fed as well and decently as was possible. I have seen many hutment camps in which this wish of yours had been realized in a very liberal fashion."	16 - 13
71		Georg Guenther's affidavit. The Gebechemie's group for the employment of firms dealt with the recruitment of foreign workers on a voluntary basis, using the so-called 'Employment of Firms' method. Foreign firms contracted to execute certain building and assembly orders in Germany with their own foreign labor. An extract from a contract between UK-Wesseling and the firm Leon Hacq, Brussels, was given as an example, showing arrangements for hourly rates of pay, leave, journeys home, (every 4 weeks). Employment of voluntary labor from abroad was originated by Professor Krauch. He had obtained satisfactory results with this so-called employment of firms method in the reconstruction of the Oppau works after its destruction subsequent to the first world war.	

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Doc. No.	Exh.No.	Contents	Page
71 cont'd		Professor Krauch was opposed to the employment of forced labor for humanitarian and material reasons. His attitude did not change when the Vichy Government passed a compulsory labor law in France as well. In spite of this decree, Professor Krauch continued to use this so-called employment of firms method. The foreign workers whom the GBA (Plenipotentiary General for Labor Allocation) forbade to return home after expiry of the period contractually agreed upon, he allowed to go back to their home countries as allegedly sick.	14 - 21
103		Dr. Tittus' affidavit, dated 31 December 1947, about the form relating to the return of French workers who had broken their contracts. This form was not instituted by the Gebechemie but by the labor allocation authorities.	21 - 23
95		Affidavit made on 30 December 1947 by Alfred von Neufville in the social welfare of the Belgian workers sent to Germany for allocation under the employment of firms scheme. " To sum up, I should like to mention that the labor procured by us under the employment of firms scheme did actually go to Germany on a voluntary basis and was satisfied with the welfare and living conditions."	24 - 26
65		Affidavit by Barthold Suermont. Suermont was employed with the Union Kraftstoff A.G. at Wesseling near Cologne for over two years as a Dutch voluntary worker during the war. He was a member of the Underground Movement. From 1941 onwards, various Belgian and French firms were employed as contractors in Wesseling.	

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for Professor Dr. Carl KRAUCH

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Doc. No.	Exh.No.	Contents	Page
65 cont'd		<p>They had concluded contracts with the Union Kraftstaff ...G. in Wesseling on a voluntary basis and supplied workers from their own countries, who for their part went voluntarily to Germany. Suermont was familiar with social welfare conditions in all the firms, through personal acquaintance with the foremen of the firms. Workers received the wage which had been promised them on their recruitment in their own country. Workers of the firm of National from Antwerp received their own ration cards and could thus take large quantities of bread and other food home with them to Belgium. Leave every three months, or more often at their own expense.</p> <p>When 150, i.e. one half of the workers of National did not return from leave, no action was taken against them. The Regional Commissioner of the GBChem seemed to be a tolerant man and never raised obstacles. The factory doctors were in general cooperative about release on health grounds. Many people were able to be sent home in this way. When all is said and done, this did depend on the Union-Kraftstaff, which tolerated the state of affairs tacitly. Managing Director firmly with I.G. Farben.</p>	27 - 31
500		Letters from the Geoeconomie Berlin to the Union Kraftstaff in Wesseling and their file memoranda on the liability to taxation of foreign assembly firms in Germany.	32 - 35
501		Covering letter from the Armaments Inspectorate for the UK Wesseling, according to which the factory must not be intentionally destroyed by the troops in battle.	

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for Professor Dr. Carl NEAUCH, case VI

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501 cont'd		In accordance with the directives of the Gobechnic.	36
502		Survey of the contractor employment contracts concluded by German factories with Belgian firms as of 1 February 1942	37-39
503		Letter dated 28 March 1941 from the Gobechnic Berlin to UK Messeling on the so-called employment of firms. Their employment requires the previous consent of the Reich Labor Ministry. To make matters clear, it was once more pointed out that the employment of foreign assembly teams was possible only on the basis of a contract. 40	
504		Letter dated 24 April 1941 from the Gobechnic Berlin to UK Messeling. Re-employment of foreign assembly teams. "One very considerable incentive to foreign contractors to conclude further contracts with firms working under the Chemical Production Plan is that the reports originated by contractors and teams of fitters who have been working under contract to us are favorable and, far from having a deterrent effect, they are encouraging."	

It should also be remembered that it is a
matter of the utmost importance, in the common
interest, that the teams of foreign fitters
(team-leaders and men) be skillfully handled, that
persecution be eliminated from the outset and that
care be taken to ensure that the foreigners are
not in a position to spread unfavorable reports
at home. It must constantly be borne in mind that
the foreigners are incurring great personal and
political risk.

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for Professor Dr. Carl HELMICH, case VI

Doc. No.	Exh. No.	Content s	page
504 cont'd		"... effort must be made to create an atmosphere of mutual trust between ourselves and the foreign building firms, so that the latter will still be prepared to support you even should there be a deterioration in their own position as far as manpower supplies are concerned."	41-42
505		Circular letter from the Commissioner of the Goboeconomic Duesseldorf concerning the employment of Belgian and French assembly firms. "It is again emphasized that we are not here concerned with the procurement of individual workers - this is the responsibility of the Labor authorities - but with the <u>employment of foreign construction firms</u> (Luftfahrt, firms lending labor). The workers thus becoming available for our use are and continue to be members of the staff of the firm lending labor."	43-45
506		Letter of July 1941 from the Goboeconomic Berlin to U.S.A. asking concerns the employment of Belgian and French assembly teams and building teams in the chemical production plan.	
		"Attention is once more drawn to the fact that - as far as possible - the employment contracts of teams of fitters and construction workers are to be concluded before the men commence work and are to be sent in triplicate, when both signatures have been appended, to the Reich Ministry of Labor for approval. An additional carbon copy of the contract is to be sent, for his information, to the Commissioner of the Plenipotentiary General for Special Questions of Chemical Production. In the case of French workers a special mission must be provided for the preparation of the food, which must conform to the French taste. If fitters or construction workers are employed in considerable numbers,	

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for Professor Dr. Carl MOLDAU, case VI

Doc. No.	Exh. No.	Content s	page
506 cont'd		<p>The workers usually bring their own cook with them. In concluding the contract, care should be taken to ensure that one or more interpreters be sent with the workers if necessary. The French are to receive a certain amount of wine with their daily rations (half a liter to a liter). The works are to see to it that quantities of wine and tobacco sufficient to meet these requirements are available. Supply difficulties which cannot be dealt with by the works themselves are to be reported to my Department T.</p> <p>It is absolutely essential that the closest possible attention be given to the problem of getting the workers to work on jobs for which their technical qualifications fit them.</p> <p>It is advisable, in the interests of maintaining the assembly workers' enthusiasm for their work, to comply with the wishes of the foreign contractors as far as possible".</p>	46-49
507		<p>Reproduction Berlin directive for the employment of foreign firms, dated 20 April 1942.</p> <p>In order to meet the urgent demand for foreign workers, the use of foreign workers of all categories must in future be resorted to on a still larger scale. Still greater use will therefore have to be made of foreign firms.</p> <p>The camp welfare must at all costs be adapted to the specific type of the firm's allocation. The firms' workers will mostly be fellow-workers who formerly worked in the same plant and often even came from the same town, who, even while they are employed in Germany, will want to form their own national community.</p>	

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for Professor Dr. Carl KLECKE, case VI

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cont'd

This desire must be recognized by occasional favors on the part of the German works. For instance, by donating the appropriate foreign flags, symbols, pictures of the foreign heads of states, supplying radios, books and papers and observing special national and religious holidays.

It is particularly essential that the quarters provided for accommodation should be in a habitable condition.

Good and satisfactory performance can be expected from the workers employed only if an equally satisfactory solution can be found for the food problem. The portions are limited as to quantity, but on the other hand the individual camp kitchens are allowed considerable latitude in the taste, preparation of the food. One cook knows how to make the food so unenjoyable that the workers express only appreciation and satisfaction, while other cooks, using the same materials, give grounds only for constant complaints. The employment of a cook of the same nationality as the camp inmates has often produced amazing results, since he is often able to prepare national dishes for his fellow countrymen with the rations available. Nor must the distribution of the food as such by any means be considered of secondary importance. It is not very satisfactory for workers coming in from heavy work to have to queue up for a long time for their food.

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for Professor Dr. Carl SCHUCH, case VI

Doc. No.	Date, I.O.	Contents	Page
507 cont'd		<p>It goes without saying that clean and pleasant rooms should be provided for meals. The attitude of the works and camp managements towards the foreign workers must be determined by the fact that these workers are civilians who contracted voluntarily and expect different treatment from that laid down for prisoners of war."</p>	50-52
508		<p>Gebachemie 10 December 1942 - directive for the employment of foreign firms.</p> <p>Gestapo (Secret State Police) intervention. "Some time ago, a plant applied directly to the Gestapo for intervention, without first notifying the responsible commissioner. It was not until later that he heard of the measures taken by the Gestapo against the workers supplied under the employment of firms scheme. Direct recourse to my Commissioner is expedient, since by virtue of his experience of other places of employment and his thorough knowledge of all questions connected with the employment of firms, he will often be in a position to make a substantial contribution to the settlement of a case."</p>	53-54
509		<p>Vote of thanks from the French, Belgian and Italian workers to the Chief of the Foreign Department of the U. Esselin.</p>	55-57
510		<p>Circular letter of 24 October 1944 from the Gebachemie Berlin concerning employment of firms</p>	

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For Professor Dr. Carl LUCHI, case VI

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510 cont'd		From the western countries France, Belgium and Holland. Termination of employment contracts because of altered circumstances and matters of payment	56-62
511		... esseling's correspondence on the employment of firms	63-71
512		Correspondence on the employment of foreign workers from the firm of Leon Uccq - Brussels in U.S. esseling	75-76
513		Correspondence on the employment of foreign labor from the firm of Swinnett and Francois in Antwerp	78-80
514		Correspondence on the employment of foreign labor from the firm of Stumpf and Holdbeck, Copenhagen	81-85
515		Correspondence on the employment of foreign labor from the firm of National Antwerp	90-96
516		Labor contract between the firm of Unmels-Amsterdam and the Dutch agent for the allocation of labor in Germany	97-99
517		Correspondence on the employment of foreign labor from the firm of Voenders and Zn in Deventer, Holland	100-101

- TRANSLATION OF EXCERPT DOCUMENT No.8 --
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

I, Willi Händlauer, Dr. of Political Science,
living in Stuttgart, Kraehwaldstrasse 227, have first
of all been warned that I shall be liable to punishment
if I submit a false affidavit.
I declare on oath that my statement is true and that it is
made in order to be submitted as evidence to the Military
Tribunal in the Palace of Justice, Nuremberg.

- 1.) Until February, 1941, I was with the firm of Metallwerk
Bartosik & Co., in Luckenwalde, near Berlin, as Director
and part owner. From February, 1941, until November,
1944, I worked for the Geobchemie (Plenipotentiary
General for Chemistry) charged with arranging and carrying out
contracts of firm allocation (Firmeneinsatz) in the field of
construction and machinery-installation in the west countries.
- 2.) It was the intention of Professor Dr. Krueck to solve
the problem of the shortage of skilled workers, which
existed even at that time, by means of the service in
Germany of foreign firms, with their own foreign skilled
workers.
I sought to carry out the task assigned to me on the basis
of private enterprise by executing voluntary contracts for
machinery-installation, according to which the skilled workers
who were thereby brought into service would remain subject to
the

(page 2 of original)

labor legislation of their own countries. The financial
settlements of such contracts were made pursuant to the
general foreign exchange licenses which had been issued,
so that the payment for any work done under such contracts
could be made to the foreign enterprises in the currency
of their own country. Moreover, by this method the workers
themselves and their families who remained in the home
countries were able to enjoy the full benefit of their
earnings. This method also made it possible for the skilled
workers themselves to be paid according to the scale for
regular mechanics on machine installation work, and to be
given an extra allowance (differential for the maintenance
of two households).

The contracts themselves were executed only for the length
of time required for the work to be done and their
maximum duration was six months. Within this time period
leaves for trips home were granted, after two months in
the case of married workers, and after three months in the
case of single men.

At that time adequate arrangements for shelter and food
were provided, the food rations exceeding those of the
home country.

TRANSLATION OF KRAUCH DOCUMENT NO. 5
CONTINUED

Krauch No. 8
Exh.

(page 2 of original cont'd)

Moreover, in most cases the food was prepared by their own cooks from the home country. Moreover, since the contractual agreements were actually adhered to, and since they offered good earning possibilities, this system of firm allocation (Firmeneinsatz) succeeded in bringing a considerable number of foreign skilled workers to Germany.

(page 3 of original)

- 3.) Although the formal content of these contracts did not correspond to the procedures of recruiting workers which were practiced by the Labor Allocation (Arbeitseinsatz) administrative agencies, and although they provided considerable competition for these agencies, it was possible at first to get the Labor Allocation agencies to tolerate these contracts, because of the success of this system. Our system did not meet with serious difficulties until Seuckel became Plenipotentiary General for Mobilization and Allocation of Labor and immediately before everything else, made demands on the western territories which could only be met by means of compulsory measures on the part of the government. He could not prevent the ban, for the time being, on the execution of new contracts, but did succeed in obtaining approval for the fulfillment of existing contracts. In this situation a series of difficulties arose, such as the automatic extension of the duration of the contract, discontinuation of leaves, wage reductions to the local level, etc. In keeping with the spirit of the regulations made by Professor Krauch, whereby the principle of freedom of action was to be preserved under all circumstances and concluded contracts were to be unconditionally fulfilled, successful attempts were made to carry out our agreements in opposition to the existing regulations.

Thus, in a great many cases workers from my office who were guilty of breach of contract according to the regulations, in effect, and who were not return to Germany from leave anymore, were given papers which certified the termination of their employment without prejudice, enabled them to receive their food-ration cards.

TRANSLATION OF KRASUCH DOCUMENT NO. 6
CONTINUED

Krasuch No. 8
Exh.

(page 4 of original)

and spared them any further trouble with regard to possibly being brought back.

Furthermore, we were able to fulfill the contractual agreements, as far as it was still possible and in spite of the visibly worsening living conditions in Germany, by means of persevering personal intercession with the plant managers in Germany on our part and on the part of the representatives of the French firms who were in service by contract (Einsatzfirmen), for whom we regularly provided the necessary papers.

Even after the western territories had been cleared of German troops and the connection with the foreign business men were broken off, the Gebeohemie took action to have the contracts observed until expiration or termination by notice, and to have payments transferred to the bank accounts of the foreign parties to the contracts.

- 4.) This system of firm allocation by contract (Firmeneinsatz) resulted in considerably increased costs for the German plants; nevertheless, Professor Krasuch reportedly advocated, in personnel circular letters, to all the German plants concerned, a policy of dealing with the shortage of skilled workers chiefly by this method, because this method of procuring labor was in harmony with his own personal conviction that all performance of labor should properly and necessarily be on a voluntary basis.

Stuttgart, 9 November 1947

(signed): Dr. Willi Handloser

I hereby certify and attest the above signature of Dr. Willi Handloser, living at Kreuzberwaldstrasse 227, Stuttgart, which he has made before me, Dr. Heinrich von Rospatt, attorney.

Stuttgart, 9 November 1947

(signed): Heinrich von Rospatt
(attorney).

TRANSLATION OF KRAUCH DOCUMENT NO. 8
CONTINUED

Krauch No. 8
Exh.

CERTIFICATE OF TRANSLATION

10 December 1947

I, George Goodman, No. 34 789, hereby certify that I am thoroughly conversant with the German and English languages and that the above is a true and correct translation of Krauch document No. 8.

George GOODMAN,
No. 34789.

- 4 -
" END "

- TRANSLATION OF KRAUCH DOCUMENT NO. 43 --
OFFICE OF CHIEF COUNSEL FOR THE CHIEFS

Krauch No. 43
Exh. No.

A f f i d a v i t .

I, Dr. Walther Schieber, at present in Nuernberg, have been told that I am liable to punishment for giving a false affidavit. I hereby certify that my statements are the truth and were made to be submitted as evidence for the Military Tribunal at the Palace of Justice in Nuernberg.

- 1.) I know Professor Krauch from my 12 years of service in the I.G. Farben Industry, from my activity in the Reich Office for Economic Development and from my responsible position in the Reich Ministry for Armament and War Production.
- 2.) In my demand to the General Plenipotentiary for Labor Allocation, Sauckel not to use forced labor in the chemical industry because of the special working conditions reigning there Prof. Krauch always supported me in a most energetic way, whereby he himself always said that especially in the chemical industry the good-will of each individual to cooperate was of prime importance. Already, in the First World War this had lead to great difficulties and acts of sabotage in connection with the deportation of Belgian workers.

Prof. Krauch repeatedly asked me to advocate at the Central Planning Board the allocation of German or at least voluntary foreign workers to the chemical industry. On his own account he proposed the introduction of a system by which foreign chemical specialists could come to Germany by concluding a contract on a voluntary basis. We encountered many difficulties in having this system accepted.

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because it was strongly opposed by Sauckel.

Nuernberg, 13 November 1947

(signed) Walther Schieber

The above signature of Dr. Walther Schieber, at present in Nuernberg, Palace of Justice, was appended before me, Dr. Heinrich von Kospatt, and is hereby certified and authenticated by me.

Nuernberg, 13 November 1947

(signed) Heinrich von Kospatt

TRANSLATION OF KRAUCH DOCUMENT NO. 43
CONTINUED

Krauch No. 43
Exh. No.

CERTIFICATE OF TRANSLATION

11 December 1947

I, John Fosberry, No. 20 179, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Krauch Document No. 43.

John FOSBERRY,
No. 20 179.

- - 6 -

-2-
" END "

TRANSLATION OF KRUECH DOCUMENT NO. 30
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Kruech No. 30
Exh. No. . . .

affidavit

I, Dr. jur. Ferdinand von Goeden, residing in Bensberg (22c), Prinzonenstr. 20, in the first place have been duly warned that a false statement on my part will render me liable to punishment. I declare on oath, that my statement is the truth and is made to be used as evidence by the Military Tribunal in the Palace of Justice, Nuremberg.

1.) From 15 December 1939 to 1 October 1941 I was with the General Plenipotentiary Chemistry/ Transport Group, and from 1 October 1941 until the end of the war I was assigned as regional agent (Gebietsauftraggeber), first in Land Saxony, and later in the Province of Saxony, in my areas we looked the hydrocyanation installations of Brabag (Braunkohle-Borsig A.G., Berlin) and the Leuna Works of IG, Buna-Werke Schkopau, IG Bitterfeld, Farbenfabrik (Farbenplant) Bitterfeld, and the Bavarian Nitrogen Works (Bayrische Stickstoffwerke) Pionier.

2.) As regional agent of the General Plenipotentiary Chemistry, I can confirm that the General Plenipotentiary Chemistry took steps to have the foreign workers receive the highest possible pay. In order not to be bound by local tariffs, the foreign workers frequently were formally listed as workers of a Berlin firm, where high tariffs were admissible.

(page 2 of original)

In this manner, they could be granted an additional reimbursement on reasonable work.

This action met with sharp criticism on the part of the Regional Labor offices and the local office of the Reich Labor Trustee.

3.) IG considered it important to show its labor camps frequently to the local officials and to me as a regional agent of the Plenipotentiary General Chemistry. The condition of these camps must be described as good in every way. Naturally, conditions were substantially better in the plants than on the open construction sites.

The rations were always satisfactory during unarranged visits, as I personally found on several occasions; as a matter of fact, it was excellent in the camps of IG Bitterfeld.

The Bunaworks Schkopau provided bed linon for the women (including the Eastern female workers), and had special female welfare workers for expectant and recent mothers, also in the camps for Eastern workers.

TRANSLATION OF KRAUCH DOCUMENT No.30
CONTINUED

Krauch No.30
Exh.No. . . .

(Page 2 of original cont'd)

The whole installation of the foreigners' camps of IG Bitterfeld, with its laundries, beauty parlors, beautiful lounges, Variete-Ensembles, especially enjoyed from the homelands of the foreign personnel, all this aroused considerable attention among the German population, since such facilities were no longer provided to the same degree for German workers at that time.

(page 3 of original)

4.) Air-raid protection increasingly became the focus of my activities. In particular, it was the Ludwig-Werke, Buna-Werke Schkopau, IG Bitterfeld, and the Bavarian Nitrogen Works (Bayrische Stickstoffwerke) Hoechst which requested me to support them in their extensive air-raid shelter construction. This came to pass in part with, in part without the consent and knowledge of the building authorities. Ten thousands of tons of cement were diverted from the production of the Farbenfabrik Wolfen, without the knowledge of the authorities, and were used for raid shelter construction. By means of this forced construction of air-raid shelters, it was possible, thanks to the support of the Plonigontinuity General Chemistry, to assure that the same air-raid protection was available to foreign and German personnel alike.

Cologne, 7 November 1947

(signed:) von Soiron

The above signature of Dr. jur. Ferdinand von Soiron, residing in Binsberg (22c), Pfaffenstr. 20, acted before my attorney-at-law Dr. Heinrich von Rosett, is hereby certified and witnessed.

Cologne, 7 November 1947

(signed:) Heinrich von Rosett
(attorney-at-law).

CERTIFICATE OF TRANSLATION

11 December 1947

I, George Goodman, No. 34789, hereby certify that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of Krauch-document No. 30.

George GOODMAN, No. 34789.

- 2 -
"END"

- 6 and 5 -

Krauch-Nr. 98

Exhibit-Nr. . . .

A f f i d a v i t

I, chief engineer (Oberingenieur) Wilhelm Quack, resident in Hahnenklee-Harz, have been cautioned that I shall render myself liable to punishment for making a false statement. I depose under oath that my testimony is a true and correct statement of the facts to be presented as evidence to the Military Tribunal at the Palace of Justice, Nuremberg.

- 1) From 1938 to 1943 I was honorary chief of the section for power supply (electrification etc.) in the Reich Office for Economic Development (Reichsamt fuer Wirtschaftsausbau).
- 2) I herewith declare that on Sept. 15th of this year I wrote the following letter to Professor Dr. Carl Krauch:

Hahnenklee, 15 Sept. 47

Dear Professor Krauch,

I recently learnt that it was possible to communicate with you. This enables me to gratify a wish I have had for a long time and which has grown more urgent in the last few weeks.

This communication cannot nor does it purport to convey any other message than to tell you that many of your former colleagues as well as myself are thinking of you with profound sympathy. We know that you have to go through an unspeakable ordeal but we also know that your hands are not stained with the blood of those who have perished in the war years. We also know that workers from foreign countries did not come to work in our plants because they were compelled to do so but that they came as the result of a normal process of recruitment instituted by foreign entrepreneurs. It was you who frequently exhorted us to see to it that the foreign workers were housed and fed as well and decently as was possible. I have seen many hot-sent camps in which this wish of yours had in fact been realized in a very liberal fashion. In some shabby countries, upon your instruction, industrial plants were constructed which to-day have contributed to the prosperity of those countries, as for example the hydro-electric installations in Norway, France and Russia.

The splendid commercial achievement of I.G. due to the successful research work in its laboratories, has, in a way, its counterpart in the development of the Henry Ford plants. Henry Ford, who also

Krauch-Nr. 98

Exhibit-Nr. . . .

achieved his amazing success by dint of his industry and hard work was, as an inconvenient competitor, naturally reviled by those less able than he. You and those who share your tribulations have now to suffer from that very same thing.

We all feel deep in our hearts that what is now being inflicted upon you is a grave wrong. I do not know whether it may comfort you a little to know that the innumerable acts of kindness you have shown the hundreds of thousands of I.G. members are cherished in our hearts in undying gratitude, and instil in us a feeling of deep sympathy. A feeble cry of thanks coming from the shore may hardly be audible to somebody who is being carried off as all of you in Nuremberg are by a terrible flood. And yet I do feel impelled to send out just such a cry of thanks.

With cordial regards to you, my dear Professor Krauch,

Yours gratefully

Wilhelm Quack

Hahnenklee, 24 Dec. 1947

This is to certify the authenticity of the signature of Herr Quack, who owing to a broken ankle could not have his signature certified by a notary or by the police authorities.

Hahnenklee, 24 Dec. 47

H. Buck, Church Councillor
(Kirchenrat)

Seal of the Church of Hahnenklee.

Krauch-Nr. 98

Exhibit-Nr. . . .

I hereby certify that this is a true and correct
copy of the above document.

Dr. Conrad Scottcher

Attorney-at-Law

Krauch No. 71

Exhibit No.

Affidavit

I, Georg GUENTHER, living at Neuhaus ueber Ratingen, Bracht 19, have been duly warned that I shall make myself liable to punishment by making a false statement. I declare on oath that my statement is true and that it was made in order to be submitted as evidence to the Military Tribunal in the Nuremberg Palace of Justice.

1.) From 1 Jan. 1933 to 1 Feb. 1942 I was chief of a commercial department in the Stickatoff-Syndicat G.m.b.H., Berlin NW 7, Neustaedtische Kirchstrasse 9/11.

From February 1942 to April 1945 I was chief of Group T 5 (Employment of Firms and Procurement of Foreign Labor) with Professor Dr. Karl KRAUCH in his capacity of Plenipotentiary General for Special Questions of Chemical Production.

2.) The Group "Employment of Firms" dealt with recruitment of foreign labor on a voluntary basis by means of the so-called Employment of Firms method. This was done as follows: We arranged the contracts which were concluded between foreign firms and German works or German contracting firms. In these contracts the foreign firms undertook to carry out certain building and construction orders in Germany with their own foreign labor. In some types of contracts

the foreign firms merely undertook to supply their foreign labor for certain building and construction projects in Germany. The foreign firm therefore remained the employer of the foreign labor. Proof of this is the fact that foreign courts were competent for settling disputes which might be brought up by the foreign workers.

I am submitting the following excerpts as an example of such contracts:

CONTRACT

between

- 1) Union Rheinische Braunkohlen Kraftstoff A.G. Nesseling Cologne district (hereinafter referred to as UK) on the one hand,
- 2) Firm Leon Recq, Brussels 503, Chaussee de Louvain (hereinafter referred to as H.) on the other.

UK transfers to H. the execution of assembly work, especially the laying of pipelines, assembly of machinery etc.

H. undertakes to provide the following labor in order to complete this contract:

1 Chief senior fitter	at an hourly rate of	RM. 2.--
4 Senior fitters	" " "	" 2.--
25 Fitters	" " "	" 1.60
25 Welders	" " "	" 1.75
15 Assistant fitters	" " "	" 1.30

... H. shall bear all expenses arising out of the granting of leave,

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Exhibit No.

journeys home (every 4 weeks) etc., so that when compensation, including supplementary charges, has been paid, all claims on the part of H. and of the individual workers have been met.

..... Labor shall be allocated in accordance with UK's instructions. This undertaking shall not apply to welders already supplied. H. shall observe the directives relating to assembly work and to prevention of accidents in force in Germany. The workers provided shall undertake to comply with UK's standing regulations and the directives issued in connection with them. H. is further responsible for the proper execution of the tasks set to the individual workers.

If work should be interrupted for any reason, UK shall undertake to return the workers to their home country in the normal manner or to employ them on other building sites in agreement with H.. UK reserves the right to return workers at the expense of H. if these workers prove unsuitable either technically or physically.

..... For work done in excess of 42 hrs per worker and week, H. shall receive a supplementary amount of 25 % on the basic rate of pay. On Sundays and holidays this supplementary amount shall be increased to 50 %, and on official holidays to 100 %.

..... Repayment to H. in German currency shall be made at 'Vesseling' to the extent required for covering the wages, charges, taxes and commitments of H.'s workers and for covering taxes and charges payable by H. itself. The remainder shall be paid via the clearing office in the normal way upon receipt of a permit in accordance with the foreign exchange regulations in force between Belgium and Germany according to agreement.

..... Without exception, H.'s workers shall receive their food in the canteens of the 'Vesseling' construction site. The food shall be the same as that issued to all camp residents.

At present, the weekly rations are as follows:

total:	Meat	.....	1.000 grammes
	Butter	.....	250 "
	Fats	.....	100 "
	Bread and Flour	....	3,500 "

(Note: Present rations of the normal German consumer:

Meat	.....	100 Grammes
Fats	.....	about 40 "
Bread and Flour	....	2,500 "

..... For each suitable worker supplied H. shall receive a repayment sum of RM. 2.70 per day. For chief fitters this daily repayment sum shall be RM. 3.70.

(Note: This repayment sum is intended to meet the additional cost of living arising out of separation from the family).

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Exhibit 40.

..... The period of employment of the workers will probably be 6 months. The exact time shall be agreed on between LK and H.
..... Vesseling, 2 May 1941.

Leon Hacq: Union Rheinische Braunkohlen Kraftstoff
Aktiengesellschaft
signed von Woll signed Tilsmann.

3) Professor Krauch laid down the method of employing voluntary labor from abroad in Germany demonstrated above. I heard that Krauch had obtained satisfactory results with this so-called Employment of Firms method when the reconstruction of the Oppau works, after its destruction due to an explosion after the first world war, had become a matter of great urgency.

On these facts I have come to the conclusion that Prof. Krauch was opposed to the employment of forced labor for humanitarian and material reasons. There was a distinct danger of employing labor under compulsion since a law had been passed in Germany as early as 1936, according to which all Germans fit for labor could be compelled, via the labor offices, to carry out certain work.

4) Moreover, Professor Krauch's attitude is in agreement with the attitude of the German Military Commander for Northern France, Belgium and Holland, General von Falkenhayn, as I know from conversations between his Chief of Staff, Dr. v. Harbou and our Commissioner for Belgium of that period. As regards this matter, v. Harbou is said to have told Dr. Handloser in Brussels at that time "that we would have to return home if we could not reach an agreement on a voluntary basis."

Professor Krauch's fundamental attitude, i.e. against employment of forced labor and for employment of voluntary labor, did not change when the occupation authorities, under pressure from Sauckel, Plenipotentiary General for the Allocation of Labor, caused the Vichy Government to pass a compulsory labor law in France as well, in accordance with which Frenchmen could be compulsorily employed at a given place of employment not only in France but in Germany as well. In spite of this decree Professor Krauch continued to use the so-called Employment of Firms method, although in the face of considerable opposition on the part of the Plenipotentiary General for Labor Allocation.

5) The Plenipotentiary General for Special Questions of Chemical Production also attempted to uphold the principle of volunteer labor in the face of decrees issued at later dates. When the foreign volunteer workers were forbidden by the Plenipotentiary General for

Labor Allocation to return home after expiry of the period contractually agreed upon, the Plenipotentiary General for Special Questions of Chemical Production solved the problem by returning the workers in question home as allegedly sick. This procedure was far from safe but was carried out to the greatest possible extent in spite of this.

6) The employment of foreign firms and their foreign workers in Germany, moreover, had its parallel in the employment of German building and construction firms and their German workers abroad. There had been a considerable volume of this before the war. ("Eiss & Freitag, Philipp Holzmann uJ, Siemens & Schuckert, Voith, Heidenheim).

Duesseldorf, 6 November 1947

signed Georg GUENTHER

I herewith certify and witness the signature of Herr Georg Guenther, resident at Neuhaus ueber Ratingen, Bracht 19.

Duesseldorf, 6 November 1947

signed Heinrich von Hespatt

I herewith certify that the above is a true and correct copy.

Dr. Conrad Poettcher

Attorney-at-Law

Affidavit

I, Dr. Hans TETTUS, living at Stade, Bremervoerdestrasse 121, have been duly warned that I shall make myself liable to punishment by making a false statement. I declare on oath that my statement is true and that it was made in order to be submitted as evidence to the Military Tribunal in the Nuremberg Palace of Justice.

- 1) From January 1941 to March 1944 I was employed by the Paris liaison office of the Gebechemie (Plenipotentiary General for Special Questions of Chemical Production). I was not actually working in the Gebechemie's office, the chief of which was Dr. Handloser and which only dealt with the recruitment of voluntary workers under the Employment of Firms scheme. I was a master of the GBA's office (Plenipotentiary General for labor Allocation) where I was the Gebechemie's expert on problems of labor allocation, outside the Employment of Firms scheme, for chemical industries. For that reason, measures taken by me were not in the Gebechemie's name but in the GBA's whose instructions I had to follow.

- 2) As regards document No. MI 1336, Exhibit 476, English Document Book Vol. XXII, I wish to state the following:

I never received the Gebechemie's circular dated 5 Aug. 1943, relating to measures for returning French workers who had broken their contracts, provided they were recruited individually. I had never heard of it until today. On the other hand, I had received from the individual firms in Germany a total of, at most, one hundred forms of the type shown in the circular as breach of contract reports. To begin with, these reports were passed on to the competent GBA authority in Paris, but, since it very quickly became evident that this procedure had no result whatever, I simply ceased forwarding further reports and filed them in my office instead. The firms, which also noticed this, similarly ceased rendering these reports to me on their part.

The attempt to return to Germany the Frenchmen who had broken their contracts, on the basis of the above-mentioned reports, was in any case not made by order of the Gebechemie but by order of the GBA.

Krauch No. 103

Exhibit No.

Moreover, the persons involved were not so-called forced labor (conscripts), they were French workers who had been individually recruited and who had signed a labor contract for employment in Germany.

Nuremberg, 31 December 1947

(signed) Dr. Hans Tittus

I herewith witness the above signature of Herr Hans Tittus, living in Stade, Bremervoerderstr. 121, and certify that it was made before me, Dr. Heinrich von Rospatt, solicitor.

(signed) Heinrich von Rospatt
Attorney-at-Law

I herewith certify that the above is a true and correct copy:

Dr. Conrad Boettcher
Attorney-at-Law

A f f i d a v i t

I, Alfred von NEUVILLE, residing at Munich-Schwabing, Kaulbachstr. 89, have been duly warned that I shall render myself liable to punishment for making a false statement. I declare on oath that my statement is true and was made in order to be submitted as evidence to the Military Tribunal, Palace of Justice, Nuernberg,

- 1.) From 1 November 1942 to 10 June 1944 I worked as a special official with the Commissioner of the Gobchem (Plenipotentiary General for Chemistry) in Brussels.
- 2.) My work consisted primarily in making provisions for the social welfare of Belgian laborers hired by our office in Brussels, who were sent to Germany to be allocated to firms there.

These laborers came to Germany on a voluntary basis by virtue of a contract concluded between the German firm concerned and a Belgian contractor. Dependents of Belgian nationals working in Germany as well as workers returned to Belgium on furlough had, at any and all times, the right to come to our office and to bring all sorts of complaints to our attention, so that corrective action could be taken. ~

In particular, cases occurred where dependents of these workers had fallen ill and asked that furlough be granted to the husband or father working in Germany. In cases of particular urgency we have always endeavored to obtain an unconditional immediate release. Furthermore, dependents came and asked for permission to send parcels and luggage to their relatives working in Germany, which, as a rule, would not have been permissible. We on our part rendered it possible to obtain trucks and to have their luggage brought to the respective plants and deliver it to them against receipt, so that, from the Belgian side as well, the lot of the workers was improved to a very great extent.

In instances where workers complained about poor feeding or bad and inadequate accommodation-quarters, either directly by letter through their families or while on furlough, these cases were in every instance investigated immediately and corrective action was taken, even at the risk of having all the workers removed from the factory concerned.

We have always endeavored to give the workers not only an extension in addition to the leave which they accrued under their contracts;

Krauch Document No. 95

Krauch Exhibit No.

but we also tried to obtain a special furlough for them; at the beginning of every three months and later on every six months.

To sum up, I should like to mention that the labor which we procured for assignment to firms did actually go voluntarily to Germany in and was satisfied with the welfare and living conditions.

Nuernberg, 30 December 1947

Alfred von Noufville

This is to certify and confirm that the above is the authentic signature of Herr Alfred von Noufville, Munich-Schwabing, Kaulbachstr. 89, signed before me, Attorney-at-Law Dr. Henrich von Rospatt.

Nuernberg, 30 December 1947

Henrich von Rospatt

(Attorney-at-Law)

This is to certify that this is a true and correct copy of the above memorandum:

Dr. Conrad Beuttcher

Attorney-at-Law

Krauch Document No. 65

Krauch Exhibit No.

Interpreter

GILSBACH - SUEMONT

Interpreter - Translator

Apostelnkloster 21 - 25

Cologne

29 November 1947

I, the undersigned Barthold SUEMONT, residing at Cologne, Germany,
Suelz, Rahmorstrasse 10, have been duly warned that I shall render
myself liable to punishment for making a false statement. I here-
with declare on oath that the following declaration is true and was
made to be submitted as evidence to the Military Tribunal in Nuern-
berg.

During the war, at the age of 22, I was compelled by the German
Special Recruiting Agent in Amsterdam, to work for the Union Kraft-
stoff A.G. at Wesseling near Cologne. For more than 2 years I was
employed there, working in various departments of the business and
therefore believe myself to be in a position to pass judgment on
the treatment of foreign labor in this firm. I am a Dutch citizen,
politically reliable, and am at present still residing in Germany as
I entered into a mixed marriage. During the war I served as courier
for the underground movement between Holland and Germany

and for this reason, using a cover name, I made many trips,
amongst others to the concentration camp of Oswiecim (Auschwitz).
At present I am acting as buyer for several Dutch firms.

From 1941 onwards, various Belgian and French firms acted as
contractors. They had concluded contracts with the Union Kraftstoff
A.G. on a voluntary basis and supplied from their countries workers
who in turn went to Germany voluntarily because they preferred to
work abroad among their own countrymen than to work perhaps later
for a strange German firm. From 1942 on, I was employed as accountant
with the firm of Hemy in Brussels and had to check the pay rolls
of all foreign firms, thereby gaining, of course, a complete survey
over all wages and labor problems while I was also well acquainted
with the welfare conditions in all firms by having personal contact
with the foremen of the firms. As a rule the workers were paid the
wages which they had been promised at the time when they were re-
cruited in their home countries. They lived in a camp which was under
the management of the German Labor Front and where sanitary con-
ditions were by no means ideal. However, complaints in this respect
were always carefully investigated by the plant management of the
U. K.A.-G. (Union Kraftstoff A.G.) and, whenever possible, improve-
ments were made. As long as the German Labor Front had to prepare
the meals the food was very poor,

but when the Union Kraftstoff itself organized the camp kitchen, conditions improved considerably. At the beginning of 1943 I became an accountant with the firm National of Antwerp and I succeeded in obtaining for its workers permission for them to be given their own ration cards which they could use at their discretion, which was a great advantage to them as they could in this way take along large quantities of bread and other food for their families in Belgium. If I am not mistaken, they were granted a furlough every three months, however, they could make the trip more often if they paid their own fare.

(page 2 of original)

Certain difficulties arose, it is true, e.g. when we tried to have all workers go home every six weeks, but the responsibility for these difficulties rested exclusively with the German police, which had to affix the exit permit endorsements, and not with the Union Kraftstoff ...G. During the time when I had to handle these matters, the plant management treated foreign laborers in a very lenient manner. When 150, i.e. half of the workers of the firm National, did not return from their leaves, I should actually have filed an official report. However, I did not do so and, as far as I remember, no action was taken. Nor did the Union Kraftstoff spread any propaganda for National-Socialist ideology among the foreigners. Now and then one Dr. TROELTSCH of Duesseldorf, who supervised the chemical industry, came to visit us. This man gave an impression of great tolerance and never put any difficulties in our way. He had the nice title

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of "Regional Delegate of the Plenipotentiary General for Special Questions of Chemical Production" (Gebietsbeauftragter des Generalbevollmächtigten für Sonderfragen der chemischen Erzeugung) .

In cases of release for medical reasons the plant doctors were, as a rule, understanding and I and many other foreign accountants succeeded in returning many people to their home countries by this method. After all, this too depended on the management of the Union Kraftstoff which tolerated such action tacitly. As I have now been informed, the managing director Dr. Mueller von Blumenthal and other leading officials of the Union Kraftstoff used to work for I.G. Farben.

(signature)

Barthold Suermundt
(Barthold Suermundt)

This is to certify and confirm that the above is the authentic signature of Herr Barthold Suermundt, residing in Cologne, Aposteln-Kloster 21 - 25, signed before me, Attorney-at-Law Dr. Henrich von Rospatt,

Nürnberg, 29 November 1947

(signed) Henrich von Rospatt

(Attorney-at-Law)

CERTIFICATE OF TRANSLATION

5 December 1947

I, Lic RATZESDORFER, AGO 463, hereby certify that I am a duly appointed translator for the German and Dutch languages and that

Krauch Document No. 65

Krauch Exhibit No.

the above is a true and correct translation of the original.

(signed) L. Ratzersdorfer

LEO RATZERSDORFER

LGO 483

This is to certify that this is a true
and correct copy of the above document.

Dr. Conrad Bootzhar

(Attorney-at-Law)

Branch No. 500

Exhibit No.

Use of Foreign Labor-Turnover questions.

1.)

To the
Finance Office
Bonn, Bismarckstrasse 4.

File ref.: J/ /r.

23 July 1945.

Turn-over tax of foreign firms.

The firms

Intverys, Antwerp	Immission No. 63/2595
Drees, Dusseldorf	" 63/2604
Feyten, Nieuwolen	" 63/2605
Geers, Antwerp-Koboken	" 63/2596
Girault, Paris	" 63/2607
Hecq, Brussel	" 63/2603
Remy, Brussel	" 63/2601
Unic, Brussel	" 63/2602
De Wildt and Collacq, Antwerp	" 63/2597
Jean Peter, Paris	63/2606

ceased operations on our building site on 31 October 1944. They will shortly receive the turnover tax closing statements, after the remainder of the data to be entered has been dealt with. The firm can then be deleted from the records.

We had already sent an appropriate notification to the wages' tax office on 27 June 1945.

Union Rheinische Braunkohlen
Kraftstoff ...G.
2 Signatur (fillable)

2.) from Bonn Finance Office

To: Union Rheinische Braunkohlen
Kraftstoff ...G.
- - - - -
- - - - -

File ref.: Immission: 63/-

1 July 1945.

You informed us in your letter of 11 July 1944, with reference to the firm of G. Kys, Antwerp, that the firm had ceased operations with you. Does this apply to all your foreign firms? If so, I should like to be informed soon.

(Pencil note:
Frl. Krohn)

as Deputy
signed: Mary

Certified:
Laufer
Employee

I herewith certify that the above is a true and correct copy of the original document.

Dr. Conrad DÖTTCHER
Attorney-at-Law

Use of Foreign Labor -
Taxation questions.

3.) File memorandum.

Subject: Liability to taxation of foreign assembly firms
In Germany.

1.) Turnover Tax:

In accordance with Article 1 of the turnover tax law, only home deliveries or production are liable to turnover tax. The contribution of the foreign firm consists according to the contract of enlisting an agreed number of workers for the building site. The contract further stipulates that the workers be fully capable of work, those not fully capable must be taken back. The contribution does not end with merely supplying the labor. Certain obligations are also undertaken.

This provision of capable workers is "production" in the sense of the turnover tax law. The Reich Financial Court laid this down in their decision of 24 January 1941 [Reich Taxation Gazette 1941, page 133]. Thus, in accordance with the legal decision, the entire pay drawn, including the wages received as laid down in the official rates for the workers is liable to turnover tax at the rate of 2 %. The question must however be examined as to whether one could not consider at least separation allowances and quarters allowance as current entries as far as turnover tax is concerned. This will probably have to be refused.

2.) Trade tax:

The question here is whether the foreign assembly firm maintains a plant in Germany. This question must be answered in the negative, for the following reasons:

The professional services of the foreign assembly firm consist, *inter alia*, in supplying workers from Belgium on the basis of contracts with individual German firms. It is a part of the regular fulfilment of their contractual duty to provide capable workers, to take care of them on the spot in Germany, to pay them locally and so on. The work necessitated by this consequently contributes only to the proper fulfilment of a contractual obligation uniformly undertaken. The enlistment of workers as professional service can be compared - if any comparison is needed - to the supplying of a machine, to the proper servicing and care of which the foreign firm has bound itself by contract. This type of individual supply and service from abroad to Germany does not, however, justify the existence of a plant in Germany, even if certain operations have to be executed in Germany in order properly to fulfil a commitment.

The existence of a plant presupposes the existence of a fixed local center, in which, in accordance with the wishes of the contractor and the nature of the business, permanent and lasting work is completed which forms the core of a business or a part thereof. It is thus essential that the professional services which constitute the business, that is the enlisting and supplying of workers, should be carried out from Germany, from a fixed local center. This is not

Krauch No. 500
Exhibit No.

the case, the foreign contractor carries out his professional activities exclusively abroad. Everything he does in Germany contributes only to the proper fulfilment of a contractual obligation, which was established from a plant abroad. If the opposite were to be assumed, the conclusion would of necessity be reached that the German contractors too, who in many cases dismissed workers after the Reich Finance Ministry's decision of 24 January 1941, had a plant in all the places where they released workers, an assumption which is obviously untenable.

-I herewith certify that the above is a true and correct copy of the original document:

Dr. Conrad DÖPFNER, - ,
Attorney-at-Law,

The whole relationship is from its very nature purely a supply relationship.

3. Income tax:

In a circular letter of 21 May 1941 from the Plenipotentiary General for Chemistry, Dusseldorf, it was stated with reference to the income tax of the firms loaning labor that they were subject to the taxation regulations in force in Germany and to tax assessment. This interpretation does not seem free from doubt. Limited liability to taxation could be justified only on the grounds that the foreign contractor has a constant representative in Germany. Whether this is in fact so depends on the individual case. In general, the answer would necessarily be in the negative. An employee such as the chief fitter, who is responsible exclusively for the proper execution of an obligation undertaken on one occasion only within the framework of the standard contract, is not a permanent representative within the meaning of the law. The permanent representative, as the spokesman of the contractor, must develop the professional work which constitutes the business. This is not the case.

4. It has not been investigated to what extent a possible double taxation takes place in the legal situation described above.

1 Signature. (illegible)

4.) The Commissioner for the Four Year Plan
The Plenipotentiary General for Special Questions
of Chemical Production.

Ref.: IT 5 Br. dt/Br.

Journal No.: 117704/42

To: Tel. Conversation Knietsch/Dr. 2dt 7 August 1942

Use of foreign firms/

Subject: Income tax.

Berlin, 11 August 1942.

To the
Union Rhin.-Braunkohlen-Kraftstoff AG
Kesseling/Cologne district.

Pencilled
note:

Urgent! With reference to the telephone conversation quoted above I am able to inform you that I am at the moment conducting discussions with the Reich Finance Ministry on the question of the possible liability to taxation of foreign contractor firms in the Reich. I shall inform you of the outcome.

K. Until the question has been finally elucidated, the Reich Finance Ministry has promised that in the meanwhile it will direct those Finance Offices which are already demanding and collecting taxes from foreign contractor firms to abstain for the time being from collecting the corresponding sums in taxes.

I have therefore notified the Reich Finance Ministry today that the Finance Office which deals with your factory has approached you on the question of taxation and have requested them to arrange immediately that the matter be pursued no further until a final decision on the question has been reached. By order

1 Signature

It is herewith certified that the above is a true and correct copy of the original document. Dr. Conrad J. PUCHER, Solicitor.

Use of foreign labor
Taxation questions

Exhibit No. 500
Exhibit No.

5.) The Commissioner for the Four Year Plan
The Plenipotentiary General for Special
Questions of Chemical Production.

Ref. No. I C 5/H/re

Journal No. 127 504/42

Ref.: Letter of 10 August 1942, J/E/M.

Subject: Liability to taxation of foreign contractors.

Berlin, 19 August 1942.

To the
Union Rheinische Braunkohlen
Kraftstoff A.G.
Essen /Cologne district

With reference to the copy of your letter to the Bonn Finance Office attached to your letter quoted above, in conformity with my statement in my letter of 11 August 1942, I should like once more to call your attention to the fact that to date there has been no general ruling from the Reich Finance Ministry.

After a verbal discussion in the Reich Finance Ministry, I received the promise that for the moment Berlin would advise German Finance Offices which are already demanding and collecting income and trade tax from foreign contractors not to collect any more sums for the meanwhile. I hope the ministry's final decision will result in a negative answer to the question of taxation, but in any case the written decision must be awaited.

By order

Signature

I herewith certify that the above is a true and correct copy of the original document:

Dr. Conrad SCOTTNER,
... Attorney-at-Law.

Brace No. 501
Exhibit No.

The Chief of Armaments Inspectorate VI
of the Reich Minister for Armaments
and War Production.

Kettwig, 13 February 1945
Charlottenhof

(Note/16.- S 767
Signature)

Covering note.

Since the Firm

Union Rheinische Braunkohlen- Kraftstoff A.G., Neussling

has urgent military commitments for the maintenance of the troops, I herewith issue the following instructions in accordance with the principles agreed on between the Supreme Command of the "Luftwaffe" (C.C. 73t/ju 2 No. 010545/44 E.; Führer's Headquarters 28 December 1944), the Minister of the Interior and Reichsführer SS Heinrich MEYER and the Plenipotentiary General for Special Operations of Chemical Production.

- 1.) Production must at all costs be maintained until the last possible moment.
- 2.) The factory must in no circumstances be deliberately destroyed, in particular the plants are not to be blown up or intentionally destroyed by the troops in battle even should this seem desirable for local military reasons.
- 3.) The plants are to be kept in such a condition that after the reconquest of the evacuated area and the replacement of the operationally vital parts, they can be operated again as soon as possible.

Coal

signed. 20120:

Brigadier General and Chief of Armaments
Inspectorate VI.

I herewith certify that the above is a true and correct copy of the original document.

Dr. Conrad SCHUTZER
Attorney at Law.

Krauch No. 502
Exhibit No.

Pencilled note, partly illegible
For the Finance Office files K. 20, II

Survey of the contractor employment contracts concluded by German factories with Belgian firms as of 1 February 1942:

<u>German factory</u>	<u>Belgian contractor firm</u>	<u>Order No.</u>
A.G. Saccharische Werke Eschenhain	Transport Automatique Inh. E.A.G. Switters	1016 M
Ammoniakwerk Herzeberg HF-Anlage Loosbiorbaum ...	E. Fisch, Zellich	1032 M
Ardeltwerke, Horwoldo ...	Transport Automatique Inh. L...G. Switters	1015 M
Bayerische Stickstoffwerke A.G., Piostritz	J. Volant	51 M
Boehringer Sohn Ingolheim	G. van Dorne	42 M
Braunkohle Zwickau ...C. Bochlen	T. Vanderhaegen Ernest Geers	1004 M 69 M u.B
Bunnwerke G.m.b.H. Schkopau	Cl. Roelandt Loon Hoog	53 M 1036 M
Chemische Werke Alort Amoneburg	Kemponoor u. Baupens	41 B
Chemische Werke Heids Marl	de ilde u. Sollomings Eduard Fisch van den Plaa van den Plaa	1027 M 0.90 44 M 0.05 101 B 0.70 85 M
Continental Gummiwerke A.G. Hannover	G. van Dorne	1022 M
Deutsche Erdölfabrik „Al- nheimsburg, Hanibg.-Filholmsbg.“	G. Vanherenpolo	74 M 0.23
Deutsche Erdöl „G. Erdölf- werke Holstvin, Heide“	Jean de Moyor	Product, increment 0.57 M 14 M 0.13
Deutsche Gold- u. Silberscheide- anstalt, Kenyach	G. Vanderhaegen	Product increment 1028 M
Deutsche Grube ...C., Halle	Cl. Roelandt	1035 M
Deutsche Hydrierwerke ...G. Rodloben	Transport Automatique cyts Unic, Inh....Petro	24 M 80 B 1043 M 81 M
Dyckerhoff Portland Cement ...G. Moneburg	van Dorne	6 M
Dynasit ...G., verm. Nobel	„, Remy	22 M
Bromberg	Unic. Inh. ...Petro	22 M
M - Fitters	(Brief marginal notes partly illegible)	
B - Builders		

I herewith certify that the above is a true and correct copy of the original document:

Dr. Conrad DOLTTCHER,
Attorney at Law

Branch No. 562
Exhibit No.

<u>German factory</u>	<u>Belgian contractor firm</u>	<u>Order No.</u>
Ebano Asphaltwerke ...G. Hamburg	Jean de Meyer	15 I
Gelsenberg Benzin ...G. Gelsenkirchen	G. van Dorne Remy	1016 II 1039
Gebr. Giulini G.m.b.H. Ludwigshafen	Swannet u.Francois Eduard Fach Leon Recq A. Leclercq Unic, Inh....Petro A. Buscops	45 I 1030 II 63 I 1031 II 34 II 34 III 63 B
Gewerkschaft Victor Castrop-Rauxel	G. Vanderhaegen	1000 I
Hoesch, Chem...oche Dueren	G. Vanderhaegen	64 II
Hydrierwerk Scholven ...G. Gelsenkirchen	Unic, Inh.u. Petro	1017 II 48,68
I.G.Farbenindustrie ...G. Griesheim	Transport Automatique A. Leclercq 90,	1026 II 1020 II
Hoechst	M. Lericine R. Fagnart A. Collin Eduard Fach Jean de Wit Froost u.Zoon J. Volant A. Leclercy	78 B 1023 B 1024 B 1025 II 62 u. 70 B 62 B 89 II 71 II
Landsberg	L.u.R. Buscops Swannet u.Francois	72 u. 57 B 73 u. 57 II
Leverkusen	Swannet u.Francois	1029 II
Ludwigshafen	Z.D.T.B, Inh, R.Thout	84 B
Rheinfelden	Jean de Meyer	77 I
Uerdingen	Swannet u.Francois Jean de Meyer	1037 II 76 II
Wolfsburg - Ritterfeld	Unic, Inh....Petro G. Vanderhaegen	1002 II 1003 II
Loch-Elektrizitätswerk AG. Augsburg 2	Unic, Inh....Petro	1019 I
Oberschlesische Hydrierwerke ...G. Blochhauer	A. Couet	1001 B
Steinkohlenwerk Rhein- preussen, Homburg	Swannet u.Francois	61 u. 86 II
Rhenania Ossag Min.-Oel A.G.		
Hanau	E. Canon	2 II
Ruhrbenzin J.G.	G. van Dorne	49 u. 1046 II
Oberhausen-Holton	A. Remy	1034 II
Ruhroel G.m.b.H. Bottrop	Swannet u.Francois	1005 II

(Illegible marginal notes).

I hereby certify that the above is a true and correct copy of the
original document :

Dr. Conrad BOETTCHER,
Attorney at Law.

Kraach No. 602
Inhibit No.

<u>German factory</u>	<u>Belgian contractor</u>	<u>Order No.</u>
Ructgerswerke ...G. Castrop-Rauxel	G. Vanderhaegen	1012 II
E r k n o r	Unic, Inh.,...Petro G. Vanderhaegen	1010 II 1011 II
Niederau	G. Vanderhaegen	1013 II
Semperit A.G. Vienna	Eduard Fach	1042 II
Sudetenl.Treibstoff ...G. B r u c x	A. Remy Cl. Hache	1006 II 1007 II
G. Schütz Weisskirchen 3	Leon Hecq	67 II
Stickstoffwerk Ostmark: L i n z	Cyriel Carree Clyts	82 B 94 B
Techn. Hochschule Hannover Hanover	G. van Durme	1022 II
Union Rhein.Braunkohle A.G. Esseling	Unic, Inh.,...Petro Leon Hecq	43.+ 1044 II 43,60 u. 1045 II
	de Wilde u. Solleslags	1038 II
	G. Nys	1040 II
	Antwerpia, E.,..G.	
	Switters	1041 II
	Swannet u. Francois	
	A. Remy	43 u. 1039 II
	Ernest Goers	B
Dr. A. Lauter Burghausen	Unic, Inh. A. Petro	1008 II
Wirtschaftl.Forschungs- ges. abH. Berlin	Unic, Inh. ... Petro	1014 I
Wolff u. Co. Liebenau	Leon Hecq	50 II
Alarode	Jean de Moyen L.u.R. Buscops	56 II 50 II

I herewith certify that the above is a true and correct copy of the original document:

Dr. Conrad DUYNGER,
Attorney at Law.

Druck No. 503
Exhibit No.

The Commissioner for the Four Year Plan
The Plenipotentiary General for Special
Questions of Chemical Production

Berlin, 28 March 1941.

Ref.No.: I T 1c Dr. Soi/De
Journal No.: 24601/41 - III Ang.

Subject: Use of foreign assembly teams
within the framework of the chemical production plan.
Pencilled note,
received 14 June 1941.

To the
Union Rheinische Kraftstaff ...G.,
for the attention of the Betriebsfuehrer or his deputy
Kaiserslautern / Cologne.

In order to obviate in the future the difficulties which have arisen
in connection with the employment of assembly teams, the following points
were made, which are to be rigidly adhered to:

- 1.) The use of foreign contractors must not lead to an increase in costs.
- 2.) During the period of their employment in Reich territory, the workers
brought in by foreign contractors are subject to German laws, especially
to the German labor and social law and wages' regulations as they
apply to German workers.
- 3.) This employment demands the previous agreement of the Reich Labor
Ministry, so that there is a guarantee that only projects which are
urgent from the point of view of the policy of the State are being
considered. Before a contract is concluded, therefore, the consent
of the President of the Regional Labor Office must first be obtained.
- 4.) The signed contract is to be handed over in duplicate to the Reich
Labor Ministry via the appropriate Labor Office or the Regional Labor
Office. The contract must include: a precise description of the
building project, the number of workers needed and the duration of
their employment. After the contract has been approved, the Reich
Labor Ministry will inform the appropriate foreign labor allocation
office, who will arrange for the transportation to take away the
workers.
- 5.) It is practical and therefore necessary for another copy of the
contract to be sent in every case to my Department T, so that an
attempt can be made through my Department for Labor Allocation to
speed up the agreement of the Reich Labor Ministry.
- 6.) The approval of the appropriate security office must always be obtained
before a contract is concluded.
- 7.) To make matters quite clear, it is pointed out once more that the use
of foreign assembly teams is possible only on the basis of a contract
and not of any other form of agreement (e.g. correspondence etc.)
A specimen of the form which the contract is to take has already
been sent to you.

Heil Hitler!
By Order
Signature

I herewith certify that the above is a true and correct copy of the
original document.

Dr. Conrad BOETTCHER
Attorney at Law.

KRAUCH No. 504

Exhibit No.....

The Commissioner for the Four Year Plan
The Plenipotentiary General for Special
Questions of Chemical Production

Reference I T/Ki/De.

Journal No. - 24801/41 - IV Ang.

Subject: Use of Foreign Assembly Teams
within the Framework of the Chemical Production
Plan

To: Berlin, 24 April 1941
Union Rhein. Braunkohlen Kraftstoff A.G.
Gesseling/Cologne

/teams of/

More and more extensive use is being made of foreign fitters, the excellent technical achievements of whom are generally known. The conclusion of further contracts is under consideration. The execution of the Chemical Production Plan is dependent to a great extent upon the exploitation of this possible source of labor, particularly when one takes into consideration the withdrawal of more men for induction into the Wehrmacht.

One very considerable incentive to foreign contractors to conclude further contracts with firms working under the Chemical Production Plan is that the reports originated by circles of contractors and teams of fitters who have so far been working under contract to us are favorable and, far from having a deterrent effect, are encouraging.

It has been known to occur that the Commissioner of a French firm the production efficiency of which is particularly high, has passed totally different judgments on the conditions prevailing in two neighboring works. In one works, the delegates and the workers themselves were exceptionally well satisfied with the accommodation, living conditions and treatment meted out to them, while in the other works, complaints were being voiced by the workers against compulsory participation in political gatherings, "initiation" of incoming workers during the early days in the factory by those already there, going required to work together with German convicts on a building site. The long waiting period - in one works, approximately 24 hours - before the worker was set to work.

It cannot be a matter of any difficulty to organize the work in such a way that the technicalities of initial employment, registration etc. require only a short period, so that each member of the team of fitters may commence work on the day after his arrival.

In particular, it can serve no useful purpose to greet the representative of a foreign firm - as has in fact happened - with the information that his co-operation is no longer necessary as German workers have arrived in the meantime, or to keep the offer open until all preliminary negotiations have been concluded and then, when the team has already been formed, to cancel arrangements. It should also be remembered that it is a matter of the utmost importance, in the common interest, that the teams of foreign fitters (team-leaders and men) be skilfully handled, that persecution be eliminated from the outset and that care be taken to ensure that

I herewith certify that the above is a true and correct copy of the original document: Signed: Dr. Conrad Boettcher,
Attorney at Law.

KRAUCH No. 504

Exhibit No.....

the foreigners are not in a position to spread unfavorable reports at home. It must constantly be borne in mind that the foreigners are incurring great personal and political risk.

An effort must be made on your part to create an atmosphere of mutual trust between yourselves and the foreign construction firm, so that the latter will still be prepared to support you, even should there be a deterioration in their own position, as far as man-power supplies are concerned.

We shall take this opportunity to point out that it would seem expedient to examine the reliability of the foreigners, by some method suited to the occasion, with a view to establishing, in particular, whether and to what extent it will be possible to set the teams to work under German foremen at a later date, when a special purpose can be served in this way.

Heil Hitler!

By Order

1 Signature (illegible)

It is herewith certified that the above is a true and correct copy of the original document

Signed: Dr. Conrad Boettcher
Attorney-at-Law.

KRAUCH No. 505

Exhibit No.....

The Plenipotentiary General for Special Questions
of Chemical Production
The Commissioner for Military District (Wehrkreis) VI

Duesseldorf, 18 June 1941
Industrial Directing Staff

Journal No.108 V/Kp.-

To:

The most important Plants and Building Projects of Military District V.
included under the Chemical Production Plan -----

Subject: The Employment of Belgian and French Construction Firms

Reference: My Circular Letters of 21 and 23 May 1941.

I. Alterations.

The following points in the circular letter of 21 May are altered:

1.) Point 8: Redrafting of Existing Contracts.

The redrafting of existing contracts will be undertaken immediately by the firms contracting for labor. Where absolutely necessary, authorization can be obtained from me for a representative of the firm lending labor to visit the firm contracting for labor, in order to settle points of dispute arising out of the contract.

2.) Point 9: Authorization for Transfer.

The "French Construction" (Franzosenmontage) account has been closed and reopened in Paris at the Reich Credit Bank (Reichskreditkasse), as Account No.1006. All payments are to be made through this account, which is to be used for the settlement of the accounts of firms lending labor as well as to cover the advance-payments, requests for which are submitted by the Commissioners in France.

II. Explanations.

1.) Employment of Foreign Firms.

It is again emphasized that we are not here concerned with the procurement of individual workers - this is the responsibility of the Labor Authorities - but with the employment of foreign construction firms (Leihfirmen: firms lending labor). The workers thus becoming available for our use are and continue to be members of the staff of the firm lending labor. The employment of a suitable lending firm together with the necessary skilled personnel can only take place if the firm contracting for labor, presents a concise description of the work to be executed when submitting details of its requirements. When major orders, or orders of a complicated nature are being placed, a personal discussion between the firm contracting for labor and the firm lending labor is to be recommended.

2.) Rates of Payment (Verrechnungssätze).

The rates payable for work performed, as quoted in the circular letter of 21 May are maximum rates. They form the only basis for financial settlement between the contracting parties.

It is herewith certified that the above is a true and correct copy of the original document: Signed: Dr. Conrad Boettcher
Attorney-at-Law

Exhibit No.....

3.) Tarif Regulations.

The Reich Ministry of Labor requires the firm lending labor to guarantee that the foreign workers employed shall not be paid more than German workers employed on similar work. The standard of comparison is the wage of the fitter of a German firm working on your building site. The firm lending labor is to be informed of this wage to be used for purposes of comparison. The Reich Ministry of Labor does not stipulate that it be quoted in the contract and it should therefore be omitted.

4.) Taxation and Social Security Deductions.

The amounts to be paid by the foreign fitter employed by the firm lending labor, in taxes and social security contributions are to be calculated on the basis of comparable German wages. Should the wage of the foreign worker be lower, it is to be used as the basis for calculation. The firm lending labor is to inform the firm contracting for labor of the wages agreed upon by the firm lending labor and the fitter, and of the family status of the worker.

As the firm lending labor cannot be expected to undertake the regular deduction of taxes and social security contributions, the firm contracting for labor will assume responsibility for these deductions, by order of and to the debit of the firm lending labor, without, however, accepting responsibility for the calculations made, and will deposit the sums of money in the appropriate account (employees' contribution).

The same applies to the employer's contribution. The firm contracting for labor can, in so far as this appears necessary, debit the expenses thus incurred to the firm lending labor. This point, however, is to be laid down in the contract. It is, however, requested, that wherever possible, such a debiting of costs be avoided. The calculations of salaries made thus on behalf of the firm lending labor are to be sent to this firm.

5.) Accident Insurance.

The foreign workers of the firm lending labor are to be registered by the firm contracting for labor in the trade accident association, for the period of their employment.

6.) Application for Foreign Currency.

The application for a foreign currency permit to the full amount specified by the contract, is to be made by the firm contracting for labor to the appropriate Chief Finance Praesidium, Foreign Currency Department. Carbon copies of these applications are to go, together with cover notes, to the Reich Ministry of Labor, via Dr. Seidel, Plenipotentiary General for Chemistry, Berlin, Department T, and a copy of the contract is to be sent to the Plenipotentiary General for Chemistry; a further copy is to be sent to me. The making of the application is not dependent on the conclusion of the contract, especially if the appendage of the signatures is delayed for some reason; it must be sent immediately upon the enlistment of the services of the firm lending labor.

7.) Regulations governing the Making of Remittances.

Remittances are to be made in the following ways:

- 1.) By telegraph from the bank to the German Clearing Account, Berlin,
- 2.) By telegraph from the German Clearing Account to the Brussels or Paris Accounts,
- 3.) Weekly, 4.) To the value of 70% of the sum involved.

I herewith certify that the above is a true and correct copy of the original document. Signed: Dr. Conrad Boettcher, Attorney-at-Law.

KRAUCH No. 505

Exhibit No.....

- 5.) After deduction in Germany, to the debit of the firm lending labor, of all payments such as taxes, contribution to the Social Security Scheme, board and lodging charges, pocket money for the fitters.

- III. Documents to be forwarded: The following should be forwarded:
- 1.) To Herr Dr. Seidel, Plenipotentiary General for Special Questions of Chemical Production
 - a) Carbon copy of the Contract
 - b) Carbon copy of the application for Foreign Currency Permit
 - 2.) To the office of the Plenipotentiary General for Special Questions of Chemical Production, Brussels/Paris
 - a) Copy of the contract together with a list of comparative wages in respect of the fitters
 - b) Copy of the application for a foreign currency permit
Copy of regulations for the making of remittances
 - 3.) To myself
 - a) Carbon copy of the contract together with a list of comparative wages in respect of fitters
 - b) Carbon copy of the application for a foreign currency permit
Carbon copy of the regulations for the making of remittances.

In order to ensure uniform treatment of all questions connected with the employment of foreign construction firms, may I request you to give me the name of the man in your plant who supervises the execution of all measures arising out of the contract concluded with the foreign construction firm.

Heil Hitler!
The Commissioner for Military District VI
Signed: Voerhoff
Seal Certified:
Signature: signed: Kuepper
 Clerk

Ms. note: 1 copy each sent to K and T 26 June 1941

Signature: illegible.

I herewith certify that the above is a true and correct copy of the original document

Signed: Dr. Boettcher Conrad
Attorney-at-Law.

Exhibit No.

Commissioner for the Four Year Plan
The Plenipotentiary General for Special
Questions of Chemical Production Berlin, (July 1941)

Ref. No. I T 1c Dr. Sil/Stz.
Journal No. 93202/41

Subject: The Employment of Teams of Belgian and French Fitters
and Construction Workers within the Chemical Production Plan

To:
The Union Rheinische Braunkohlen Kraftstoff Aktiengesellschaft
Wesseling near Cologne

1.1 Contracts:

As there still appear to be points which are not clear, despite the fact that detailed instructions have been given to the works by Department T and by my Commissioners, I shall again draw attention to the fact that - as far as possible - the contracts of employment of the teams of fitters and construction workers are to be concluded before the men commence work and are to be sent in triplicate, when both signatures have been appended, to Department T in order that they may be submitted to the Reich Ministry of Labor for approval. An additional carbon copy of the contract is to be sent, for his information, to the Commissioner of the Plenipotentiary General for Special Questions of Chemical Production.

The contract is to be drawn up in accordance with the specimen contract sent to you, which has been approved by the Reich Ministry of Labor, and at least the following passage must appear complete and unabridged: shall

"The foreign workers in our employ/fall, during the period of their employment, under Reich labor regulations governing social security and taxation, including German tariff regulations in force in the place of work. The payment of wages to the individual foreign workers shall be carried out in accordance with the German regulations in force in the place of work concerned. Contributions to the German Social Security Scheme and tax payments are to be paid to the appropriate German offices by the authorities contracting for labor to the debit of the firm lending labor. The foreign workers are thus to receive the same treatment as German workers employed on similar work; they are also to be paid in accordance with the regulations governing German workers, during air-raid alarms."

In many cases, contracts which have been signed by one party only are being sent in. In one case, even details of the number of workers were missing from the contract sent in. This sort of thing must, at all costs, be avoided. Contracts dealing with fitters already at work, which have not yet been sent in to Department T, or which are to be returned to Department T for alteration, are to be sent to that Department in accordance with instructions, with all possible speed, as otherwise the Ministry of Labor is liable to create difficulties.

I herewith certify that the above is a true and correct copy of the original document:

Signed: Dr. Boettcher
Attorney-at-Law.

2.) Conclusion of Contracts:

As a rule, after the conclusion of the preliminary negotiations in Brussels or Paris, an invitation is sent to the works concerned to send a representative having full power to act on behalf of the firm, and specialized knowledge of the matter in hand, in order that the contract may be concluded. It is advisable - in so far as this policy is justified by the extent of requirements - for the representative to take with him a works' doctor, in order that the workers may be examined on the spot.

- 3.) Accommodation and Dressing: When foreign workers are to be employed accommodation must be guaranteed and the consent of the appropriate Security Office be obtained. In the case of French workers, a special kitchen must be provided for the preparation of the food, which must conform to the French taste. If fitters or construction workers are employed in considerable numbers, the workers usually bring a cook with them. When concluding the contract, care should be taken to ensure that one or more interpreters be sent with the workers if necessary. The French are to receive a certain quantity of wine with their daily rations (half a liter to a liter). The works are to see to it that quantities of wine and tobacco sufficient to meet these requirements are available. Supply difficulties which cannot be dealt with by the works themselves are to be reported to my Department T.

- 4.) Allocation of workers: It is absolutely essential that the closest possible attention be paid to the problem of setting the workers to work on jobs for which their technical qualifications fit them. In one case, insufficient knowledge of the language on the part of the staff of the firm contracting for labor led to misunderstanding on the subject of the trades of the workers entering the service of the firm, and to corresponding errors in the allocation of labor. As a general rule, the allocation of the foreigners must be the direct responsibility of the Works Management of the firm contracting for labor, and must be carried out under its direction and supervision, and in accordance with its instructions. Should it prove impossible to avoid the necessity for the teams of fitters to work part or full-time for a German building or construction firm working on the building site, the firm contracting for labor (* contracting party) is not to leave the allocation of labor to the discretion of the German building or construction firm working on the building site, but must itself ensure that the foreigners are assigned to and continue to be employed upon tasks for which their technical qualifications fit them.

In two cases in which serious complaints were made about the non-utilization/technical qualifications of the teams of foreign workers, investigations conducted on the building site revealed that the foreign workers assigned to certain tasks had been sent to the German building and construction firm without any details of trade classification or instructions for employment, and had been set to work there, for lack of information on qualification as assistants, wood-choppers and the like. If such errors are not eliminated immediately, we shall have to face the possibility of the withdrawal of the teams of workers, and their transfer to other work.

- 5.) Leave: The French and Belgian fitters and construction workers employed in these teams are to receive the same treatment as German workers employed on similar tasks, as far as leave is concerned also. The contractor can, however, frequently induce men to accept work in Germany only by offering them the prospect of unpaid leave, special journeys or trips home.

I herewith certify that the above is a true and correct copy of the original document. Signed: Dr. Conrad Bootzchor, Attorney-at-Law.

*to
Brussels
or Paris

*the
German

Exhibit No.

in order that they may visit their families. To meet this eventuality, the following provision should be included in the terms of the contract to be concluded between the firm contracting for labor and the foreign firm:

"Should workers be temporarily absent from duty as a result of measures taken by the foreign firm, they can be obliged to provide substitutes in order to avoid delays in the completion of work." It is advisable, in the interest of the maintenance of the assembly workers' enthusiasm for their work, to comply with the wishes of the foreign contractors as far as possible, in the question of short-term, unpaid leave. This can be done, for example by the conclusion of an agreement with the foreign contractor, to the effect that the provision of substitutes for workers temporarily absent from duty will not be made obligatory, unless more than 10% of the strength of the team is involved. Should it prove possible to obtain a special ruling for the Belgian and French teams of fitters in the matter of leave, you will be informed in due course.

6.) Approval of Foreign Currency transactions: As soon as the contract has been concluded, and you know when and how many workers are to be employed on the building site, you are to prepare in duplicate an application for a foreign currency permit to the amount calculated by you as the sum to be transferred, this sum being composed of wages and other payments (including travelling expenses). Working to a system of periodic transfer of foreign currency, it is advisable regularly to transfer, on the dates settled for such transactions, a fixed percentage of the total of money involved (70 - 80%), and to complete the settlement of accounts at longer, regular intervals. In this way, delays will be avoided. Applications for foreign currency permits are to be sent in duplicate on the prescribed form (.....) illegible to my Department T. From there they will be sent immediately to the Reich Ministry of Economics for approval. Within the course of a few days, this office informs the appropriate Foreign Currency Office, for the information of which you will send a copy of the application for the currency permit. In this way, authorization for the transfer can be obtained in the shortest possible time.

7.) Channels of Transfer:

Upon receipt of the authorization for transfer, the transfer of the amount due is to be made immediately by telegraph (in the first transfer, out-of-pocket travelling expenses are to be included). As it has usually proved necessary for advance payments to be made to the foreign firms from a special account, until such time as the first sums of money transferred have reached the country concerned, those payments to be refunded by the German firm, it should be a principle that, in each case, a copy of the authorization for transfer be sent together with the application for currency to the account of the Belgian or French firm and at the same time, to one of the Banks listed below, depending upon whether the payments are to be made to Belgium or France.

a) Belgium: Continental Bank, Konto (Belgianmontage, Dr. Handlosur oder Dr. von Scholling)

b) France: Banque de Paris et des Pays Bas S...
Paris, I.G. Parbonindustrie, compte spécial "salaires" Dr.
Foischer or Dr. Handlosur.

All amounts paid in advance on behalf of the German firm from one of the two special accounts mentioned above are to be refunded by telegraph, by return.

I herewith certify that the above is a true and correct copy of the original document.

Signed: Dr. Conrad Bootzschor,

KRAUCH No. 506
Exhibit No.....

It is no longer possible to make transfers to France through Account 1006' of the Reich Credit Bank, of which you were informed at an earlier date. In cases in which applications for foreign currency permits have already been made, and in which it was proposed to make the payments by this route, the appropriate Foreign Currency Office is to be informed that the transfer to be made as usual by telegraph to the above-named account in Paris. /to alter/

- 8.) Special Points: It has been necessary/by the beginning of June 1941 a series of the contracts governing teams of fitters, particularly those working in factories in Military District VI, and to redraft them to meet the requirements of the Ministry of Labor. Special instructions on the question of the payment of contributions to the Social Security Scheme, and taxes for the period before the beginning of June 1941 are being sent to the firms concerned. In so far as deductions for taxes and contributions to the Social Security Scheme have been made by the German firm before the redrafting of the contracts, but not yet sent to the Government offices, the money must be sent in immediately, without prejudice to the final ruling.

By order
1 Signature (illegible)

Ms. note. I. General.

I herewith certify that the above is a true and correct copy of the original document.

Signed: Dr. Conrad Boettcher
Attorney-at-Law.

Plenipotentiary for the Four Year Plan
Plenipotentiary General for Special
Questions relating to Chemical Production.

Berlin, 20 April 1943

Reference: I T 5 Dr. Edt/Stz.

Diary No. 51 059/43

Subject: Directive No. IV:42 Assignment of Foreign Firms.

In order to meet the urgent requirement for foreign workers, the allocation of foreign workers of all categories must in future be carried out on a larger scale. Foreign firms in particular will have to be used even more frequently. Unfortunately, I have repeatedly ascertained that a number of plants have taken up an attitude in connection with the conclusion and carrying out of firms' contracts, which renders the further assignment of firms more difficult. A more positive attitude towards the assignment of firms will permit us to derive the largest benefit from this labor-procuring source.

As a result of the experience gained hitherto, the following points must in future be observed more closely:

1) Wages of foreign workers:

The labor requisitions are often accompanied by such low wage scales that the procurement of workers is impossible in most cases; in view of the usually considerably higher wage standard prevailing abroad. Enquiries frequently disclosed the fact that the local tariff permitted in many instances an increase of wages, a fact which the plants failed to indicate at the start. These opportunities, as shown in the tariff, are in future to be fully indicated in the requisition order and not merely disclosed after lengthy exchange of enquiries and negotiations.

Moreover, the reduction of food rations increases the importance of the wage scales. It is, therefore, to be investigated, even during the operation, whether more opportunities for the raising of wages cannot be created by the establishment of a wage scale on piece work.

2) Additional Compensation (Vorräumungszuschlæge).

The rates of additional compensation (Vorräumungszuschlæge) charged by the foreign entrepreneur were examined by the Reich Commissioner for Price Control and approved. Consequently, there exists no good reason for the plants to doubt in any way the legality of the compensation and/or of the rates established for it. If the local Price Control Agencies raise any objections against the rates of the compensation, the approval available at my office is to be referred to. The local Price Control Agencies are not entitled to a direct intervention, provided the rates of compensation agreed upon in the contract do not exceed the rates approved by the Reich Commissioner for Price Control (E.F.P.).

3) Settlement of accounts with foreign firms:

It is known to me that, in several instances, settlements of accounts with foreign firms did not take place as smoothly and promptly, as required, without any fault on their part. This is due to the fact that foreign firms

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Dr. Conrad Boettcher
Attorney-at-Law

do not have the organization and office facilities enabling them to prepare the accounts in time. This must not be made a reason for endangering the allocation of usable manpower. In such cases, the German plants themselves must prepare the accounts and retain an adequate portion of the additional compensation (Verrechnungszuschlag). It is also expected that a certain friendliness be shown and assistance given in computing and paying taxes, contributions and other dues - of course for account of the foreign firms. It is irrelevant to discuss the legal question as to who is under the obligation to pay the various dues; the only relevant fact is that the assignment of firms as such must not be rendered difficult or be endangered by the failure to render small favors and assistance.

4) Assignment:

The method by which the assignment of firms' workers takes place is generally as already long known, that of closed column (Kolonnon) assignment. This demand of the foreign firms must be definitely complied with. With some good will, there will always be opportunities to use this method of column assignments on building sites.

5) Accommodation.

The camp command must in all circumstances take into account the specific type of the firms' assignment. The workers of the firm concerned are usually former co-workers of the same plant, and frequently even from the same town, who desire to form a national community, even during their assignment in Germany. This desire must be recognized by occasional favors shown by the German plant: for example, by displaying the respective foreign flags, symbols, pictures of the foreign heads of states; by the procuring of radios, books and newspapers and by the observation of special national or religious holidays.

It is particularly indispensable that the hutsments provided as accommodation are in a condition fit for use as living quarters. Occasional inspections have disclosed the fact that the hutsments and furniture were in such bad and unclean condition that people could not be expected to use them.

6) Food.

Good and satisfactory performance can only be expected from the assigned workers, if an equally satisfactory solution is found for the food problem.

The portions are rationed as to quantity. The kitchens of the individual camps, however, have greater opportunities of preparing tasty meals. Some cooks know how to prepare the dishes in so palatable a manner that the workers express only praise and satisfaction, whereas other cooks using the same materials occasion constant complaints. The employment of a cook of the same nationality as the camp inmates has often produced amazing results, because he has been able to prepare national dishes for his co-nationals within the limits of the rations.

The food distribution as such must, under no circumstances, be considered of secondary importance. It is not pleasant for workers coming from hard labor to have to line up for a long time in order to receive their food.

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Dr. Conrad Beuttcher
Attorney-at-Law

Subject to plant conditions, some means must be found to reduce this waiting time to a minimum. It goes without saying that clean and friendly rooms must be available in which meals are taken.

7) Treatment:

The attitude of the plant and camp managements towards workers of foreign firms must be determined by the fact that these workers are civilians who contracted voluntarily and expected different treatment from that provided for prisoners of war. The foreign civilian workers are extremely sensitive as to any restriction on their personal freedom outside of working hours and to the treatment they receive at their place of work. I request in the interests of efficiency that this mentality be taken into account and the necessary instructions issued.

Summary:

Almost all the points of view mentioned above are known facts; however, owing to insufficient attention being paid to those rules, it becomes necessary to recall them and to recommend their observation. Small things can render assignment and collaboration mutually difficult. I am convinced that the improvement of these somewhat unsatisfactory and unpleasant conditions will have an extremely favorable effect on performance and will automatically produce the result that both the foreign firms and their workers will willingly extend their contracts. And this is our main interest, that workers who have once been recruited and proved usable are by all means possible retained on their assignments.

1 signature (illegible)

This is to certify that this is a true and correct copy of above document.

Dr. Conrad Boettcher
Attorney-at-Law

Copy

The Plenipotentiary for the Four Year Plan
Plenipotentiary General for Special Questions relating
to Chemical Production.

Berlin, 10 December 1942

Re.: I T 5 Dr. Schu: Kpt Al
Diary No. 164406/42

DIRECTIVE No. VIII/42 for assignment of foreign firms.

1) Vacation and Paid Journeys of Foreign Workers:

It constantly recurs that firms' workers (Firmenarbeiter) take their vacations before having worked six months on their place of assignment. It must be emphatically stated that paid vacation may be granted only after six months of work and only if the workers have either voluntarily or by way of labor conscription extended their contracts for at least three months. Furthermore, it is repeatedly pointed out that foreign workers may be sent on vacation only with a yellow vacation certificate (not with a red return certificate). (See Directive No. V/42, number 2).

Red Return Certificates are to be issued only if the worker is not to return under any circumstances owing to utter unusability. Nothing may be changed in the regulations now in effect concerning paid family journeys home (if married, after six months; if single, after 12 months). There is, however, the facility, in exceptional cases only, of granting additional journeys home which are not paid (death, serious illnesses of close relatives, etc.).

2) Hiring of Assigned Workers:

The decree of the Plenipotentiary General for Labor Allocation on the subject of contract violations and hiring of assigned labor of 20 July 1942 - Reich Labor Gazette No. 22/42 page I 341 - also refers to the hiring of assigned workers who were allocated to a place in Germany through the assignment of a firm (im Firmenweisatz). In several instances, where German firms have attempted to hire employees of foreign undertakings, considerable fines have been imposed by the Reich Trustee for Labor.

3) Notification in Case of Death:

The plants are requested to notify in future my office - Dopt. I T 5 - by telegram, teletype, or telephone of any cases of death occurring among foreign workers. (For reasons see Directive No. V/42, number 4).

4) Information on Net Earnings:

In recruiting foreign workers, it has proved a particular inducement to furnish advance information of their prospective net earnings. It is therefore recommended that in future a net earnings tariff be attached to the labor requisitions showing what an industrious and efficient worker may be able to earn, after deduction of all social security dues and taxes and taking into consideration his family status (single, married, married and one child,

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Dr. Conrad Boettcher
Attorney-at-Law

2 children, etc.) as well as the anticipated working time or piece-work earnings.

5) Participation of Foreign Workers in the Winter Help Campaign
(Winterhilfswerk)

The following nationals are excluded from participation in the Winter Help Campaign: Frenchmen, Poles, Englishmen, Serbs, Greeks, citizens of the USSR and Jews. The provisions of last year will remain in effect for all the others, i.e. Italians, Belgians, Danes, etc., i.e. participation is left to their own discretion.

6) Taking-over of accounts for wages, taxes, social security dues by the plants to which workers were assigned. (Einsatzwerke)

In several instances, German plants to which workers were assigned have taken over from the foreign undertaking the entire accounting work, debiting the foreign undertaking with a certain amount for this work. If the foreign undertaking is unable to prepare the accounts properly, it is recommended that the German plant take over this task and that agreement is reached with the foreign partner on the following rates: If under 60 men are assigned RM 2.- per worker per month; if over 60 men are assigned, RM 1.- per worker per month.

7) Travel expenses to Place of Assignment.

The lump sum of RM 8.- charged by the Labor Office for every worker covers the expense for medical examination abroad, travelling costs from place of departure to reception camp, as well as any costs for meals that may be served in the reception camp. This lump sum is also charged if the workers do not travel in collective transports, but at their own expense or at the expense of the undertaking (e.g. individual transports of firm workers). On the other hand, in case of individual journeys, travelling expenses from the frontier to the place of assignment must not be charged by the Labor Office.

8) Intervention of the Secret State Police: Sporet

Some time ago, a plant applied directly to the State Police for intervention, without notifying the responsible agent. As heard, only later of the measures taken by the Gestapo against the workers assigned through the intermediary of a firm. Direct intervention of my agent is advisable because, in view of his experience gained in other places of assignment and in view of his thorough knowledge of all questions connected with the assignment of workers through the intermediary of firms (Firmeneinsatz), he will often be able to make a substantial contribution to the clarification of a case.

9) Reunivities for Employees of Foreign Firms for Long Collaboration with German Plants:

In order to raise the morale of foreign workers and to promote cooperation between the foreign firm and the German plant, it is recommended that foreign firms be encouraged to arrange parties for their employees, which should be attended by representatives of the plant, the German Labor Front and others. The works should participate in the preparation of these parties.

10) Address of the Agency in Paris:

It has again become necessary to call attention to the address of our agency in Paris:
Dienststelle Falstroterstr. 128/38 Ch.

By order:

signed: (signature)

This is to certify that this is a true and correct copy of the above document:

Dr. Conrad Boettcher
Attorney-at-Law

Krauch- Exhibit No.

Wesseling, Bezirk Cologne,
22 August 1944

Declaration -

1.) We, the undersigned, being French, Belgians, and Italians, hereby declare that we are entirely satisfied with the services of Monsieur Theodore Koennen, Head of the Aliens' Bureau of the Union Rheinische-Braunkohlen Kraftstoff Aktiengesellschaft, Wesseling.

Between 1941 and 1944, Monsieur Koennen always tried to deal with our claims satisfactorily as far as lay within his power and our rights, this with great tact and friendliness, and without lacking any of the good sense required by each particular case.

It is for this reason that we are signing this declaration.

- 67 Signatures -

Wesseling, 1 June 1943

2.)
The French-speaking Belgian workers (Wallons) - both voluntary and conscripted - employed by the Union Rheinische Braunkohlen Kraftstoff A.G. at Wesseling (Rheinland) are most anxious to assure Monsieur Theodore Koennen, Head of the Aliens' Bureau in the factory, of their sincere gratitude. He has constantly put his knowledge and his great willingness to be helpful at the service of the Wallon workers who had recourse to him daily

Krauch Document No. 509

Krauch Exhibit No.

(page 2 of original)

on all questions such as holidays, salaries, separation compensation etc.....

By cordially thanking M. Koennen, the undersigned express the unanimous opinion of the 80 Walloon workers.

Factory Delegate

Julien PIRNAY

(chefs de chambre)

The section heads of Camp Sud II

Gaston Praillat Jean Elavier Michel Bovy Armand Fraipont

I have pleasure in associating myself with the words of my Walloon workers, both voluntary and conscripted, in thanking Monsieur Theodor Koennen for all he has done for them. It is an honor for Monsieur Koennen by his friendliness to have made camp life more pleasant for our workers and to have kept up their morale.

Cologne 8 - 6 - 43

Regional Delegate
for the Welfare of Walloon
Workers, of the Gau
Cologne-Trix-la-Chapelle-
Dusseldorf and Moselland,

Krauch Document No. 509

Krauch Exhibit No.

(page 3 of original)

3.)

Attestation

We the undersigned, chief mechanics of the Belgian and French firms of mechanical engineers, herewith declare that Monsieur Theodore Koenen, living in Bonn, Bonnheimerstr. 100, Chief of the Vosseling Bureau, has always shown every consideration to our workers and treated them in a correct manner as far as the means at his disposal allowed.

Jean Meir,
102, Rue de Charonne, Brussels
Paris-XI,
Construction Office Vosseling
(signature)

L. HECQ
(signature)

Messrs. Remy-
(Signature)

Central Heating
de Wilde & Selleslags
P.V.H.F.
(signature)

.. Girault
Vosseling Yards
(signature)

ANTWERPEN
Construction Office
Vosseling
(signature)

Certified to be a true and correct copy of the foregoing document.

Dr. Conrad Kettner
(Attorney-at-Law)

ZIAWUH No. 510
Bgh. No.....

Commissioner for the Four Year Plan
The Plenipotentiary General for special questions
of chemical production.

Berlin, 24 October 44

Refa I T5 Bu/st.

Subject: Employment of firms from the Western countries: France,
Belgium, Holland.

- Reference: 1) circular letter I/52 Bu/st. "Change of allocation in
connection with the employment of French and Belgian firms" dated
18 August and 7 September 1944.
2) Teletype message to the firms employing workers from Dutch plants
with reference to treatment of remittances to Holland dated 17 September
1944.
3) Circular letter I T6 Bu/st. "Employment of foreign firms/strength
return and administrative contributions" dated 9 September 1944.

To the

German plants of the plan for chemical production employing French,
Belgium and Dutch firms

Information in connexion with the adaptation of conditions relating to
the employment of firms in the Western countries in the light of new
developments:

A. Termination of allocation contracts.

In the interests of simplifying administrative work connected with the
employment of firms you may at your discretion terminate allocation
contracts by giving notice as follows:

- 1) If allocation contracts contain provisions regarding termination
these must be observed in all circumstances. Notice must therefore be
given to the foreign firm at the time provided or stipulated in the
contract, the agreed period of notice being observed.
- 2) If the allocation contracts do not contain provisions regarding
notice, you will proceed on the assumption that being contracts in
fairness (Dienstverträge nach Treu und Glauben) to which the provisions
of article 622 of the Reich Civil Code can analogously be applied, they
can be terminated at the end of three calendar months, 6 weeks' notice
having been given. (This legal right of termination corresponds as
far as duration etc (Termin und Frist) are concerned to the provisions
usually made.)

This is to certify that the above is a true and accurate copy of the
original: (signed) Dr. Conrad BOEMTCHER, Attorney-at-Law

with regard to the period of automatic extension of contract on the termination of the first year of the validity of the contract). In these cases notice can therefore in the first instance be given on 15 November for termination with effect from 31 December 1944.

- 3) Notice in accordance with figures 1 and 2 shall be given to a suitable representative of the foreign firm at the plant employing the firm by means of a registered letter. As a rule the representative of the foreign firm will not be authorised to accept such a declaration, so that it would have to be transmitted to the foreign firm in the Western countries via the protecting power in accordance with the relevant provisions of the Code of procedure in civil law suits. Objections raised on that score are however invalidated by the consideration that the delivery on the spot to the firm must endanger the firm and its proprietors. Please point this out to representatives of the firms if necessary.
- 4) In the interests of effecting immediate simplification you may at your discretion pay in advance the contractor's profits which will have accrued at the termination of the contract by means of a lump sum (amounting to the total contractor's profit likely to have accrued on the termination of the contract). Liberal assessment of the lump sum is indicated.

You are asked when giving notice to state in an accompanying letter whether you intend to pay contractor's profits (Unternehmensumschlaege) by means of a lump sum or not

This is to certify that the above is a true and accurate copy of the original:

(signed:) Dr. Conrad BOETTCHER
Attorney-at-Law

- an' when you are going to remit the sum.
- 5) Please send copies of the letter giving notice, of the accompanying letter on payment by means of a lump sum of contractor's profits, and of the remittance of the sum to the Deutsche Landerbank, to Gobochon (Plenipotentiary General for chemistry), Department I T5.
- 6) The employees of the foreign firms whose contracts are terminated (Einsatzverträge) will be taken over by the German firm employing them.
- a) on the date at which notice takes effect (termination of contract), or
 - b) on the date at which the letter giving notice is delivered, if a lump sum is paid in accordance with figure 4).
- 7) Contracts dealing with the employment of firms in other countries than the Western countries will not be affected until further notice. Will you please refrain from interfering with their staff in any way accordingly.

B. Financial questions.

- 1) In accordance with figure 1 of my circular letter mentioned above dated 7 September 1944 contractor's profits for French and Belgian firms employed were to be remitted exclusively to the Deutsche Landerbank A.G., Berlin. A general foreign exchange permit for that purpose has now been obtained.

Contrary to certain decisions in individual cases cash payment of contractors' profits is not admissible. Until further notice the firms employed shall not use their accounts at the Deutsche Landerbank ^{my} without permission.

With respect to the payment of savings (Lohnspargen) of French and Belgian workers

This is to certify that the above is a true and accurate copy of the original:

(Signed:-) Dr. Conrad BOETTCHER
Attorney-at-Law

KRAUCH No. 510
Exh. No.....

employed by firms (Zinnaerfirmen) of those countries within the scope of the GB-Chem program, the Reich Minister for Economic Affairs has stated in his decree dated 29 September 1944 - III Dow. 4/22510/44 - that those workers are to be admitted for purposes of remitting wages within the scope of general clearing (Bankausweisverfahren). Maximum scales of monthly remittances for those workers will be carried out with effect from 1 October 1944.

- 2) The request was made in the teletype message dated 17 September 1944 addressed to the plants employing Dutch firms that contractor's profits and savings (Lohnspargenises) accruing from the employment of Dutch firms should be paid into the Gebobehm account at the Deutsche Leenderbank to be credited to the Dutch firms concerned. The following arrangement will take the place of that procedure:
In the case of the Dutch firms to contractors' profits only will be paid into the Deutsche Leenderbank, to be credited direct to the Dutch firms. No foreign exchange permit is required for that purpose.
Paragraphs 2 and 3 of B 1) are also applicable in this connexion.
Savings on the other hand will be given direct to the Dutch workers or will be paid into special workers' accounts.
- 3) With reference to the payment of contractors' profits into the accounts of the French, Belgian and Dutch firms at the Deutsche Leenderbank you are asked once again in accordance with figure 1 paragraph 2 and figure 5 of my circular letter mentioned above dated 7 September 1944, to send me merely a copy of the formal calculation of contractors' profits part from a copy of the bank money order, but not all the documents on calculation of wages. Where plants have sent in all the documents on calculation of wages, those documents -----
This is to certify that the above is a true and accurate copy of the original:

(signed:-) Dr. Conrad BOETTOE
Attorney-at-law

KRAUCH No. 510
Exh. No.

will be returned, to/kept for the foreign firms.

- 4) The Deutsche Ländesbank has not so far transferred to the accounts of the foreign firms employed the amounts paid in by German plants for Paris since 10 August 1944 or for Bruxelles since 30 August 1944, because the item contains contractors' profits as well as savings (Lohnspargesetz).

You are requested once again to let the Deutsche Ländesbank have as soon as possible the subdivision of these items by contracts' profits and savings so that the Bank is in a position to open contractors' accounts without delay and to repay savings to the firms immediately.

By Order

one signature

This is to certify that the above is a true and accurate copy of the original:

(signed:) Dr. Conrad BUETTNER
Attorney-at-Law

Allotment of labor/Forsinora, employment of firms in general.

1) Government President
Regional Economy Office Cologne-Aix-la-Chapelle

Dusseldorf, 3 May 1944

The Commissioner for special questions of chemical production
in Military District (Wehrkreis) VI.

Union Rhénane Brunkohlen-Kraftstoff A. G.,
attention Director von LUMENSON
Moersoling/German district

Subject: Employment of the firm of J. MEIER Paris.

As you know the transfer to German armaments plants of North Africans
has recently been officially authorized. It is intended to dispatch
them in groups of 15 men each. The firm of J. MEIER has been informed
by my Paris Office accordingly.

It transpired in a discussion between Mr. Jean MEIER and my Paris
office that the Moroccans are not given an opportunity on the Moersoling
building site of working an average of 53 hours per week as before. The
weekly average amounts at the moment to about 41 hrs per week. In
particular it is alleged that the men have no opportunity of working
on Saturdays and Sundays. At this time of the year it should be
possible for foreign firms to make the Moroccans work 10 hours a day
whatever the circumstances, thus reaching a weekly average of 55
working hours without any difficulty, reckoning 5 working hours on
Saturdays.

As far as I know the Moroccans are decidedly keen workers. Will you
therefore please negotiate with the foreign firms with a view to
increasing the average number of working hours per week.

By order: I.V. Signature.

(*) Pencil note in margin: "must be wrong"

This is to certify that the above is a true and accurate copy of the
original: (Signed) Dr. Conrad BOETTCHER, Attorney-at-Law.

Document (1) continued.

Marginal note:

The average of 44 working hours per week is correct.
Please do your best to effect an increase in the weekly performance
of the firms on loan (Loihfirmen). Please inform firms on loan
furthermore that it is permissible to work in the plant on Saturdays
and Sundays.

signed St. dated 13 May 1941.

- 2) Employment Exchange: Messrs. Order No.....
(To be filled in by the District labor
Office only)
District Labor Office: Minden Starting Date.....
To be submitted in quadruplicate

ORDER FOR PROVISION OF INDUSTRIAL LABOR

By means of employment of firms either Belgians or French through
Gebacham, Berlin.

If no labor can be supplied from Germany, this order also serves as
an application for allocation of foreign labor.

I. The enterprise:

Name and location: Union Rheinische Braunkohlen Kraftstoff A.G.,
Wesseling, Telephone 90881
Place of work: Wesseling Railway Station: Cologne

herewith applies for the provision of the following types of labor:

- II. Number and Type: (e.g. bricklayers)
a) 50 chemical workers
b) 50 unskilled chemical workers

Total 100 workers.

Social qualifications: ad a): must have worked in chemical factories
for some time; ad b) should as far as possible be workers from
chemical factories.

Description of work to be performed:

ad a): to be employed as chemical workers, viz. machine operators,
furnace men, generator attendants, apparatus attendants, pump attendants
ad b) to be employed in our production plants.

This is to certify that the above is a true and accurate copy of
the original.

(Signed) Dr. Conrad BOETTCHER
Attorney-at-Law

Duration of employment: starting immediately, for at least 6 months, for longer periods if at all possible.

Remarks: (e.g. in the case of building projects, description of building authority, degrees of priority etc.) Refined gasoline I/II

OKT special plant 1503 - 9 - 415/1503 - 416

III. CONDITIONS OF EMPLOYMENT:

1. Working hours: an average of 56 working hours per week

2. Wages (for miners see reverse)

Hourly rate of pay ad a) 72 - 77 Rpf., plus efficiency pay per hour
./. cf Appendix

Hourly rate of pay ad b) 70 Rpf., plus efficiency pay per hour,
cf Appendix

Piece work, weekly earnings approx. ./ ad a) cf
" " " " " ./ ad b) appendix
(without deductions)

<u>Wages</u>	guaranteed basic wages (Stichlohn) for ./ RM average	./. RM	
for	" " " "	./. RM earnings	./. RM
<u>miners</u>	" " " "	./. RM on the	./. RM
	" " " "	./. RM job (Gedinge)	

3. Separation allowance (compensation) for married men of appendix
(days of calendar)

4. Sleeping out allowance for single and married men -.50 RM. (per night)

5. Other allowances cf appendix

Only applies to Polish workers when no other arrangements have been made.

IV. Accommodation and messing:

Billeting in huts/munts

charges: RM. 3.50 per week (7 days), including coffee.

Billets have been obtained and are in good condition.

The following are the messing arrangements: camp cooking, RM. 1.20

V. TRAVELING EXPENSES AND OTHER EXPENSES:

Expenses for travel to the factory including subsistence allowance will be charged to the employer. They will be repaid to the Labor Office immediately upon arrival of the men.

The factory undertakes to pay the following expenses in accordance with conditions laid down in the contract (Arbeitsvertrag) if foreign workers are allocated to it:

This is to certify that the above is a true and accurate copy of the original:
(signed) Dr. Conrad Boettcher

Attorney-at-Law.

1. Travel expenses to the factory (including subsistence allowance from Reich frontiers to working sites)
2. Administrative fee for medical examination on crossing the frontier, missing at the frontier, fees (Vermittlungsgebühr) to foreign agencies.
3. Fees for labor permit and employment certificates (Beschäftigungs-genehmigung, Arbeitsurlaubnis) and for entry permit.
4. Expenses for journey back as far as Reich frontier on regular termination of contract.

Note: Applications in which the conditions above have been altered to the disadvantage of the workers will not be dealt with.

VI. MISCELLANEOUS:

The undersigned firm undertakes to employ the workers provided in compliance with this application in accordance with the conditions laid down above with effect from the date on which they report for work on the sites. A signed contract (Arbeitsvertrag) for foreign industrial workers is attached in quintuplicate.

Place and Date: Signature and Stamp of Contractor:

Mosseking, 16 February 1942

Union Rheinische Braunkohlen Kraftstoff A.G.
2 signatures.

Short appreciation of the Labor Office:

Place and Date = Signature:

To the President of the District Labor Office

.....

Accommodation and Belling arrangements have been made.

Seal (D.A.F. Gau Administrator Cologne Aa-Ln-Ghpolle) Stamp:
Head of the Labor Office
Horrem, 2 March 1942
in his capacity as Commissioner of the Reich
Trustee for Labor in the economic area of the
RhineLand.

The wage position and working conditions have been examined. They are in accordance with the legal fiscal regulations and with those issued by the Reich Trustee for Labor. By order (Signature)

This is to certify that the above is a true and accurate copy of the original:
(signed) Dr. Conrad Boettcher,
Attorney-at-Law

3)

Wesseling, 7 March 1942
G/G/M.

MEMORANDUM

Subject: Foreign workers with reference to the employment of foreign firms.

We have submitted to the Labor Office at Horrem the following applications for foreign factory staff to be provided via Gobachem, Berlin.

I. Order dated 16 February 1942:

Pitters	140
Pipfitters	60
Electricians	90
Welders	20
Turners	10
Unskilled labor	<u>150</u> 470 workers

II. Order dated 16 February 1942:

Chemical workers	50
Unskilled chemical workers	<u>50</u> 100 workers

III. Order dated 25 February 1942:

Unskilled building laborers for the settlement	<u>65</u> workers
Total:	635 workers

Should unskilled building laborers, underground construction workers or auxiliary labor be supplied first in response to those orders, these should be used to make up the 150 unskilled workers of order I; that done, order III should be considered next. Apart from that items should not be struck from the list unless labor is allocated to us in accordance with our requirements.

Distribution List:

1 x I, II, III

1 x TA, 1 x J, 1 x G, 1 x C 2, 1 x G 2 St, 1 x G 2 E.

This is to certify that the above is a true and accurate copy of the original:
(signed) Dr. Conrad Boettcher

Attorney-at-Law.

Krauch Jr. 511
Exhibit No.

4) ALLOCATION OF LABOR

The President of the
District Labor Office Rhineland

Cologno-Lindenthal
6 March 1942

Gesch. 2. IIb 5552/Rue)

To:
Union Rheinische Braunkohlen-
Kraftstoff A.G.
Kerosine.

Subject: Dutch heating equipment firm

Previous correspondence: Your letter dated 22 January 1942 - TA/Re -

We herewith beg to inform you that no agreement has unfortunately been reached with the Dutch heating equipment firm who were to be employed in your enterprise.

By order
Signature.

5)

The Commissioner for the Four Year Plan
The Plenipotentiary General for special questions of chemical production.

Berlin, 25 February 1942

Ref. Number FF5 Dr. Shu/Vac
Journal No. 30270/42

Reference: Your letter dated 17 February 1942 /Ges/G1.

Subject: Employment of staff of Belgian factories.

To the Union Rheinische Braunkohlen, Kraftstoff A.G.
Kerosine.

Have issued orders to my Brussels office to have 100 workers sent to you. You will be notified when the contract can be concluded.

By order
Signature.

Stamp (Reply to: Dept. I T.

This is to certify that the above is a true and accurate copy of the original:

(signed) Dr. Conrad Boettcher
Attorney-at-Law.

Krauch No. 511
Exhibit No.

Allocation of labor

6) Foreign workers.

Posted 19 February 1942

To:

The Commissioner for the Four Year Plan
The Plenipotentiary General for special
questions of the chemical industry.
Dept. T. attention of Dr. Schulz
Berlin - W. 9
Seestraße 128

G2/Guo/GI,

17 February 1942

Employment of foreign firms.

Please find attached copy of letter we sent today to Labor Office
Horrem and of the order (in triplicate) appended thereto for 100 workers
of foreign firms including 50 chemical workers
50 unskilled chemical workers.

Please arrange to have these men sent to us as soon as possible. Your
commissioner for Military District VI, Düsseldorf, has received a copy.

Hoil Hitler!

Union Rheinische Braunkohlen Kraftstoff A.G.

signed Dr. Mueller von Blumenthal

signed i.v. Dr. Gock

Commissioner for Military District VI
J. G2

7)

Posted 19 February 1942

To the Plenipotentiary General for special questions of the
chemical industry Commissioner for the Four Year Plan Dept. T
attention Dr. Schulz
Berlin - W. 9

J/K/Kr.

17 February 1942

470 workers through employment of foreign firms.

Attached please find copy of our letter to Labor Office at Horrem
dated 16 February 1942 and application in triplicate for allocation
of a total of 470

This is to certify that the above is a true and accurate copy of the
original:

(signed) Dr. Conrad Boettcher
Attorney-at-Law

Krauch No. 511
Exhibit No.

workers through the employment of foreign firms.

We are hoping to get 135 men through the French firm of Jean Major and 150 workers from the Belgian firm of E. Goers. We have received your letter dated 11 February 1942.

Please have these men allocated to us as soon as possible.

Copy of this letter will be sent to your commissioner for Military District No. VI at Dusseldorf for information.

Heil Hitler!

Union Rhinische Braunkohlen Kraftstoff A.G.

Enclosures. signed: Dr. Mueller von Blumenthal / signed i.v. Dr. Gock

Distribution list:

1 x J
1 x G 2

8)

To the
Horrem Labor Office
H o r r e m Cologno District

G 2/Gus/La. 16 February 1942,

470 workers through employment of foreign firms.

With reference to the discussion conducted a few days ago with the president of the district labor office we are sending to you herewith an application for provision of a total of 470 workers (320 skilled metal workers, 150 unskilled workers). The allocation of skilled metal workers is as agreed to meet our present requirements as reported to the Rhineland District Labor Office, the unskilled workers are to be taken on as a substitute for the foreign workers at present employed in assembly and construction work, who cannot be supplied to us as workers belonging to the firm owing to difficulties experienced by the District Labor Office in allocating German workers. (Translator's note: the German is extremely obscure).

This is to certify that the above is a true and accurate copy of the original:
(signed) Dr. Conrad Boettcher
Attorney-at-Law

Krauch No. 511
Exhibit No.

Requirements will be met as usual by Gebechem Berlin.

Copies of this letter will be sent to District Labor Office, Gebechem Berlin and the Commissioner of the Gebechem for Military District VI at Duesseldorf, for information.

Heil Hitler!

Union Rheinische Braunkohlen Kraftstoff A.G.

signed Dr. Mueller von Blumenthal

signed i.V. Dr. Geck

Enclosure

Distribution:

1 x L.A.A. Rhineland
1 x Gebechem Berlin
1 x Commissioner of Gebechem, Duesseldorf
1 x T
1 x J
1 x G
1 x G 2
1 x G 2 St.

9)

The Commissioner for the Four Year Plan
The Plenipotentiary General for special
questions of chemical industry

Berlin, 5 February 1942

Ref. Number: I T 5 Dr. Edt/Hoe.

Journal No. 20804/42

Subject: Requirements of foreign workers/Employment of firms.

To the Union Rheinische Braunkohlen Kraftstoff A.G.-
Vesseling, Cologne District.

My commissioner for the Military District No. VI, Dr. Sternberg, Duesseldorf, has informed me in reply to your enquiry, that you have not submitted your requirements of foreign workers. Your representative Herr Welsch has informed us that the employment of foreign workers in your sector was out of the question. In view of the fact that I have received returns stating requirements of foreign workers through the employment of firms - scheme from numerous firms of the chemical production plan - including of course hydrogenation plants - I should be grateful if you would let me know what are the reasons why you declined and how.

This is to certify that the above is a true and accurate copy of the original:
(signed) Dr. Conrad Boettcher

Attorney-at-Law

Krauch No. 511
Exhibit No.

you propose to meet your requirements.

By order
Signature.

Pencil note (illigible)

10)

Commissioner for the Four Year Plan
the Plenipotentiary General for sozial
questions of the chemical industry

Berlin, 21 January 1942

Ref Number: I T 5 Dr. Schu/St.

Journal Number 10732/42

Subject: Employment of foreign assembly and construction firms:
Negotiations with foreign firms, measures to be taken in
cases of death, addresses, fees.

To:

Union Rheinische Braunkohlen Kraftstoff A.G., Tessoline/Cologne

1) It has happened in some cases, that German firms negotiated direct
with foreign firms on the allocation of additional labor; some of them
have actually made arrangements for the allocation to another plant
belonging to the same enterprise or new detachments of workers, without
informing me. Such procedure is quite improper; it has the result that
such contracts concluded without me cannot be authorized, and that the
workers cannot be transferred. If a German plant has additional require-
ments of foreign workers through the employment of firms- scheme, such
requirements must be submitted to me through my commissioner in the Mi-
litary District concerned. Such requirements returns must contain the
following data:

Number of workers required
Detailed lists by professions
Description of work to be performed
Fixed wages, efficiency pay, piece work pay
Social allowances, separation allowances
Stage of building operations/Assembly work WRoX-Number
(listed by individual plants in the case of several
differently classified plants)
District Labor Office, Labor Office, Goods Station.

This is to certify that the above is a true and accurate copy of the
original:

(signed) Dr. Conrad Boettcher

Attorney-at-Law

The order to have arrangements made for the allocation of foreign workers through the employment - of-firms-scheme will then be issued by me, the application having been investigated.

2) In the case of the death of a foreign worker, firms will immediately inform the labor office responsible for his place of work; the same applies to severe illnesses which make the death of the foreigner appear likely. It is not permissible to inform the relatives direct. Reports to the labor office must contain the following data:

First and second names of the person concerned, birthday, home address or address of next of kin (province in the case of Italians), description of the plant where the person concerned worked, occupation, description of the foreign firm, by which the man had been allocated, date of death, and place of burial (Afbahrungsstadt).

The Labor Office will inform the appropriate departments at home and abroad, who will in turn inform the relatives; the former will also decide whether it is possible to transport the body to his home land (that is only possible if there is no difficulty in procuring zinc coffins at or near the town where the death took place). Special arrangement for Italian workers: during the war they will be buried at the place where death occurred and will be transported to their home country at the end of the war if necessary.

Should the relatives attend the funeral, the belongings of the deceased will be handed to them at the place where he died, or they will be transmitted to them when the body is transported home, failing which they will be sent to an address given by the relatives.

3) The following are the addresses of my offices in Paris and Brussels:

a) Paris: The Commissioner of the Plenipotentiary General for special questions of the chemical industry attached to 41 Rue Staff France, Paris 12, rue la Boetie

b) Brussels: The Commissioner of the Plenipotentiary General for special questions of the chemical industry attached to office of the Military Governor of Belgium and Northern France, Central Office Brussels, 24, rue de l'Astronomie

This is to certify that the above is a true and accurate copy of the original:

(signed) Dr. Conrad Boettcher
Attorney-at-Law

Kraunch No. 511
Exhibit No.

The postal addresses of these offices are as follows:

a) Paris: To the Office
APO 04855

GPO

b) Brussels: Dr. von Schelling
APO 46553

4) Firms employing foreign workers, including the employment-of-firms-scheme, will pay the following fees at the request of the local Labor Office:

For labor permits RM. 5.-- per head

For employment certificates RM. 3.50 per head

These fees will be paid by the German firms (contractors).

By order

Signature.

This is to certify that the above is a true and accurate copy of the
original:
(signed) Dr. Conrad Boettcher
Attorney-at-Law

Allocation of Foreign Workers of the firm of Leon HECQ, Brussels,
Chaussee de Louvain 503

- 1) The Plenipotentiary for the Four-Year -Plan
The Plenipotentiary General for Special Problems
of Chemical Production.

Reference I T 5 Dr. v.Sch/Ka

(MS:) Berlin, 9 December 1944

To Dr. Kniepmeyer,
in the firm of Union Rheinische
Braunkohlen-Kraftstoff A.G.,
Wesseling near Cologne.

Dear Dr. Kniepmeyer,

Another meeting of the Belgian firm allocators took place today in the Office in Berlin. It was specifically confirmed there that the works were free to terminate the contracts. The letter of 24 October 1944 states indeed only that it is left to the Works to terminate the contracts.

Herr Hecq now stated that, according to his information, there was a debit balance to his charge in amount of some 50 - 60,000 RM. I can imagine this is probably correct, as the well known "Z" account was about this figure, representing an advance of wages in case the payment transfers in Belgium should on some occasion be omitted. Herr Hecq rightly points out that he cannot be in a position to repay these advance amounts, if the contracts should already be terminated by 31 December 1944.

After discussion with Herr Guenter of Dept. T. in Berlin, will you please, therefore, once more examine this matter to see whether in this case the contracts should be extended to cover this balance. Naturally, an extension of the contracts can, in my opinion, only take place on the basis of a profit to the firm, which takes into account

It is hereby certified that this is a true and correct copy of the
above document:

Dr. Conrad Eoettcher
Attorney

the present conditions and excludes exaggerated profits which could not be justified to the Price Commissioner.

Will you please have the kindness to address your reply direct to Herrn Guenther at Berlin, who will also sign this letter, as I shall have left again before the letter is ready.

I hope that you are getting along fairly well in these really very difficult times and that we shall meet again soon.

With heartiest greetings,

Always yours
for Dr. von Schelling

Signed: - Guenther

Written by hand: Copy to K 2
on 19 December 1944 Kr.

2) Leon HEGG
Brussels.

Union Kraftstoff
T e s s e l l i n g .

Anzlaa, 30 November 1944.

Subject: Cancellation of Firms' Assignment Contracts.

Dear Sirs,

In the cancellation letter of the Gebechen of 31 October 1944, one paragraph reads as follows:

"The legal notice of termination to be given 6 weeks beforehand for termination at the end of the quarter can first be given only on 15 November 1944 with effect on 31 December 1944. In so far as the firms' allocation contracts contain agreements concerning their notice or cancellation, these must of course be respected. The legal right of termination only applies therefore in the case of non-existence of any agreement in this respect."

In order to be able to fix a termination to our agreements,

It is hereby certified that this is a true and correct copy of the above document:

Dr. Conrad Boettcher
Attorney

Krauch Mo. 512
Exhibit No.

please send me a copy of the paragraph of our contract concerned.

Heil Hitler!
Signature

Gebechem

U.K. Vesseling

Buna Schkopau.

Gilulini Ludwigshfn.

Stamp:

Schutz Weisskirchen.

(Leon Hecq

Merck Darmstadt.

Bunzlau, Postfach No. 43)

- 3) The Delegate of the Plenipotentiary General
for Special Problems of Chemical Production at the:

20 April 1942

Distributor

XII DrvSch.-Kue

GB Chemie Berlin Dept. (T)

V e s s e l i n g

To
Herr Ernst Blaas
S t o l b e r g - E .
Rhineland

L. Hecq

Subject: Procurement of Belgian Skilled Workers.

Allocation of Belgian skilled workers within the framework of a firm's contract belonging to my office can only be made to those works within the chemical production plan whose building projects or production are on the recognized level of urgency. I am therefore not able to authorise to you a direct assignment of the firm of Hecq. For the allocation of foreign workers, application must be made by you to the Quota Distributor concerned, with particulars of the urgency of the case, and he will then, if approved, forward the application to the Labor Office, or the District Labor Office or Labor Ministry respectively, for attention.

(Seal)
Gebechem Brussels.

Heil Hitler!
Signature (Dr. v.Schelling)

It is hereby certified that this is a true and correct copy of the above document:

Dr. Conrad Poettcher
Attorney

Krauch No. 512
Exhibit No.

Leon HECQ
503 Chaussee de Louvain
B r u s s e l s
Postcheckkonto Cologne 116733

Cologne, 7 November 1941

- 4) Union Rheinische Braunkohlen Kraftstoff A.G.,
Wesseling.

Subject: Your letter of 4 November 1941 /J.K.St.

I acknowledge the receipt of your above-mentioned letter and have noted its contents with thanks. I am also in agreement with the extension of the contract for a further term of six months as from 2 November 1941.

Yours faithfully,

Leon Hecq
Signature

- 5) Messrs.
Leon Hecq,
Brussels, 503 Chaussee de Louvain,

J/K/St.

4 November 1941

The contract concluded with you for the allocation of labor expired on 2 November 1941. We are in agreement that this contract be extended for a further 6 months on the same terms. Please let us know if you agree to this.

Heil Hitler !

Union Rheinische Braunkohlen Kraftstoff
A.G.

signed Nedelmann /signed i.v. Dr. Kniepmeyer

It is hereby certified that this is a true and correct copy of the above document:

Dr. Conrad Roettcher
Attorney

KRAUCH No. 513
3rd, No.....

Employment of foreign workers at the firm of SWANSON & FRANCOIS

— — — — — Antwerp, 40 Groot Markt.

1) Messrs.
SWANSON & FRANCOIS

Annex A p 20 August 1942 J/E/S 25 August 1942

第二回目出處。

We herewith acknowledge receipt of your letter dated 20 August 1942 and
enclose its contents.

Herr Hitler!

Union Rheinisches Braunkohlen Kraftstoff

Cop/ to A.G. signed: ppa. FISCHER
Dr. von SCHELLING, Brussels .. signed: i.v. Dr. ENTHMAYER

a) SWANSET & FRASCOIS
Antwerp

Antwerp, 29 August 1942

Union Elektrische Braunkohlen Kraftstoff A.G.

W e s t i n g / Cologno District

Subject: Our concern regarding the furnishing of a riveting team.

With reference to the agreement which we concluded with your firm on

17 February for the duration of six months, we should like to inform

you that owing to a new agreement which we have concluded with Messrs.

MUNK & SCHMITZ in Cologne, building site Wesseling, we shall no longer

be able, after the expiration of our agreement with you, to provide

you with any further rosario workers.

We are therefore obliged, with some delay, to give you notice of the termination of this agreement. Twelve of the workers who were employed by you have already been assigned to Moers. MUNKE & SCHEITZ.

I herewith certify that this is a true and correct copy of the above document.

signed) Dr. Conrad BOETTCHER
Attorney-at-Law

KRAUCH No. 513
Exh. No.....

As we should like to assign in a single team the remaining workers and
mechanic
the chief/who are at present still working at your firm to the building
site at Wesseling of the firm of MUNK & SCHEITZ, we should appreciate
your cooperation in transferring our remaining staff.

We thank you in anticipation and remain

Soal with note

Yours faithfully
signed: signature

"Forwarded 20 July (signature)"

3 July Handwritten note: TA, Dr. NEUBAUER.

Subject: Messrs. SWANET & FRANCOIS.

A few weeks ago negotiations took place in your presence with the owner
of the firm regarding his complaint that his workers, all of
Assistants,
them skilled riveters and riveters'/ earn too little, due to the fact
that the working hours are too short. It was decided to assign the
workers to firms where they could work at least 60 hours per week and
where they might possibly have the benefit of piece work.

The work record in my possession shows that during the week 21-27 June 1952,
four workers of the firm of SWANET & FRANCOIS who were assigned to the
Dortmundor Union, bridge construction, were again only able to work
between 46 and 55 hours, because the Dortmundor Union give their staff
Saturday afternoons and Monday mornings off.

Apparently there is no piece work in this firm. The agreement with Messrs.
SWANET & FRANCOIS expires in the middle of July. If nothing is done to
change this, it will not be possible to prevent the workers from leaving
the firm. It should be borne in mind that the workers of this firm are
being sought after as they are skilled workers. According to Herr THOMAS,
the Dortmundor Union too would like to get more workers.

Copy to I.

Legal Department
signed: KNIEMEYER

I herewith certify that this is a true and correct translation of the
above document:

signed: Dr. Conrad BOETTCHER
Lawyer

Foreign Labor Assignment of the firm Stumpe & Koldbech, Copenhagen.

1)

FILE MEMORANDUM

Vesseling, 8 May 1943
J/K/Mr.

Subject: Assignment of the firm Stumpe & Koldbech, Copenhagen.

Besides the basic wage of RM. 0.90, the people were promised in the individual employment certificates a performance bonus of 25-35%. The people are very mistrustful and believe, according to the remarks of the foreman in the German building firms, that they will never reach the performance required for the payment of this 25-35% bonus. Consequently, their work has suffered. They have partly abandoned the work, or wasted time at it, assuming that in any case they could not earn the 25-35% extra. The absenteeism and the loafing have naturally only had the consequence of worsening the position for these people.

In order to remove the mistrustful attitude of these people, it has today been agreed with the firm Stumpe & Koldbech that a bonus of 30% should be paid as an advance for every hour so far worked. The people will then see that we really are in fact willing to accord them this 25-35%. Herr Koldbech will, when this payment has been made, assume the responsibility for the people afterwards actually working so as to earn, even according to the severe German standards for assessment of the piece wage, a performance bonus of at least 30%. What has been at present overpaid them on account will be deducted from later earnings.

Signature (illegible)

It is hereby certified that this is a true and correct copy of the above document:

Dr. Conrad Boettcher
Attorney

2)

To the Plenipotentiary for the Four-Year-Plan
The Plenipotentiary General for Special Problems
of Chemical Production,
For attention of Herr EULIE, Dept. I T5,
Berlin - V 9

Saarlandstr. 128

58902/44

27 April 1943

J/K/Kr.

7 May 1943.

Subject: Firm's assignment with the Arge Stompe & Moldbeck, Copenhagen.

In reply to your letter of 27 April 1943, we would inform you that, after negotiations with the local Reich Trustee for Labor, we have exceptionally received permission to employ a total of 120 Danish workers, as provided for in the principal contract, at a wage rate of up to RM. 0.90. We have only received this permission because we were very particularly in urgent need of an allocation of building workers and were able to show that the only thing that was likely to prevent our keeping the building completion date assigned to us was the non-progress of the building work.

Will you please see that the Danish firm now does everything to have the contract fulfilled as quickly as possible. Top priority should be given to the despatching of earth and concrete workers, stone carriers and scaffolding workers. In case it should not be possible to engage this labor at a wage rate of RM. 0.85, a rate of RM. 0.90 can, as stated, be accorded, but this is conditional on the workers being really fully capable and experienced in their occupation.

We confirm also that we have been very pleased with the workers hitherto sent to us, with 2 exceptions, and have also had entirely favorable reports on the performance of the workers from the German building contractors.

Heil Hitler!

Union Rheinische Braunkohlen Kraftst. A.G.
signed: Meissner / signed: i.V. Dr. Kniepmeyer

It is hereby certified that this is a true and correct copy of the above document:

Dr. Conrad Boettcher
Attorney

3)

The Reich Trustee for Labor
for the Economic Area Rhineland

Firm U.K., Tesseling
Ref. XXI - PR. 17 - 43 -III

Cologne, 7 May 1943

Subject: Wage Scale of the Danish Building Workers assigned by
the firm Arbeitsgemeinschaft Jon STUMPE, Koldbech.

Memorandum: Copy to Berlin and Hamburg.

As a result of enquiries made by me, I learn that the payment of the Danish workers assigned to your building construction violates the order concerning the payment of foreign workers in private concerns of 11th June, 1942. In view of the fact that these Danish workers are urgently necessary for the execution of war-essential building projects and that a recession to the wages on the permitted scale would probably result in the loss of this labor strength, I will, as an exception, defer my serious objection, from a wage policy standpoint, to the continuance of the wages hitherto paid, in so far as it remains assured that the compensation paid to these workers arouses no dissatisfaction among the other building workers employed on your building construction and that my decision does not form any precedent for the future. Under these conditions, I am willing to conform to your wish to have still further Danish workers assigned to you on the same terms, with the restriction, however, that a maximum total of 120 Danes be employed in your building construction in this manner.

By order

signed: Dr. Sisberg

Seal

Certified:

Reich Trustee for Labor
Rhineland

Signature
Clerk

I hereby certify that this is a true and correct copy of the above document:

Dr. Conrad Boettcher
Attorney

4)

The Plenipotentiary for the Four Year Plan
The Plenipotentiary General for Special Problems
of Chemical Production

Berlin, 27 April 1943

Reference: I T5 Eu/ St.

Diary No. 58902/43.

Subject: Your Firms' Assignment Contract with the Arge Stumpe & Koldbech,
Copenhagen.

Union Rhinische Braunkohlen
Kraftstoff A.G.
Wesseling near Cologne

I learn that it will not be possible to arrange the supplementary agreement, because Messrs. Stumpe & Koldbech do not consider themselves able to engage Danish workers at the tariff rate for the allocation in Wesseling.

In view of the principal agreement, I regret that Stumpe & Koldbech have without distinction used the rate of RM. 0.90 as a basis for the individual work contracts, although for concrete and other skilled building workers, apart from masons and carpenters, only RM. 0.85 was provided in the contract. This category, it is true, also includes stone carriers and scaffolding workers, in which the Danish unskilled building workers have in general specialized. Payments above the tariff rate should of course be avoided. With regard to the further fulfilment of the contract, the attention of Stumpe & Koldbech must accordingly be drawn to the necessity of keeping to the provisions concerned. In order to avoid the workers already engaged being again lost, I think it advisable, subject to the agreement of the Trustee, which you apparently consider will be obtainable without difficulty, to acquiesce as to the amount of RM. 0.90.

By order
Signature

It is hereby certified that this is a true and correct copy of the above document:

Dr. Conrad Boettcher
Attorney

5)

FILE MEMORANDUM.

Wesseling, 19 April 1943

J/E/Kr.

Subject: Firm Stumpe & Koldbech, Copenhagen.

All workers of the firm Stumpe & Koldbech have been engaged at the rate of RM. 0.90 per hour. This must be recognized by us. Besides this, the firm have engaged 2 foremen at an hourly rate of RM. 1.—; this must also be recognized. The foreman first engaged will no longer be required. The firm will receive on the basic hourly wages, excluding extras of all kinds, such as excess work, Sunday and overtime allowances, an addition of 50%.

With reference to the further accounting to the firms to whom the people are assigned, which in the main will be Hochtiefl, they can only be credited with what is allowed to be paid under the German tariff, plus a bonus of 27%. The firm Hochtiefl will furnish us with a list showing the people grouped according to occupation, with the rate of wages applicable.

Q d to K 4

signed Knispelmeier

6) FILE MEMORANDUM:

Handwritten note illegible.
Wesseling, 2 April 1943

Subject: Visit on 1 April 1943 to Gebocham in Berlin: Dr. Eckardt
together with II.

I. Assignment of the firm National, Antwerp.

Difficulties had arisen, because, according to Herr Becker, the approval of the contract with the firm of National had still not arrived in Brussels and consequently the journey certificates of the workers had had to be made out in the name of the Ruhrchemie, who had made difficulties on their part and did not want to send the workers with Oberhausen transport certificates to Wesseling, as arranged. Dr. Eckardt in our presence telephoned to the Reich Labor Ministry and received confirmation that the assignment of the firm

I hereby certify that this is a true and correct copy of the above document:

Dr. Conrad Boettcher
Attorney

National in Vesseling was no longer subject to hindrance. The notification of approval to Brussels was on the way. He could rest assured that the total labor strength required by the firm of National would be assigned to them.

II.) Dr. Eckardt explained that the workers who had been offered to us by our old firms would probably also receive exit permits. Difficulties might, however, arise with Gebechem, because our demands were lower than the number of workers from the old firms who, according to our statements, wanted to come to Vesseling. Dr. Eckardt recommended that in future as many workers should be applied for to Gebechem as, according to our knowledge of the position, the firms could with any certainty supply. The number of laborers applied for by us varied from month to month. Nobody knew, however, whether the number of workers for whom exit permits could perhaps be obtained in one month would receive them the next month, if we should notify a correspondingly large requirement.

III.) The question of the increase of the number/releases of building workers and fitters of foreign firms was discussed. Dr. Eckardt recognized the considerable difficulties that could arise for us on the building site by such increases. He explained that the Gebechem was striving for such an increase, because otherwise it would become ever more difficult to secure labor strength for the East. The level of wages in the East was considerably lower than in the Rhineland and Westphalia. Dr. Eckardt will, however, examine whether it might not be possible for the old release rates in Rhineland and Westphalia to be maintained by all firms.

IV.) Assignment of the Danish firm Stumpe & Koldboch, Copenhagen.

We informed Dr. Eckardt that, with the approval of the Foreign Agency of the GBA, in Denmark, there had been established in the individual labor contracts between Stumpe & Koldboch and their staffs

I hereby certify that this is a true and correct copy of the above document.

Dr. Conrad Boettcher
Attorney

in general a wage of RM. 0.90. This did not correspond with the German building tariff, which was also applicable for the Danish workers. We showed Dr. Eckardt photostats of individual labor contracts, in which, for example, iron-workers had been assigned through the GFA agency at a wage of RM. 0.90, although the contractor himself had first agreed for a lower wage of RM. 0.85. Dr. Eckardt explained that this was probably because of the fact that in Denmark many occupation groups in the building trade which were classed by us only as semi-skilled workers were claimed for as skilled workers. In my opinion, this cannot be the correct explanation, because the contractor himself had not claimed the skilled worker wage of RM. 0.90 for semi-skilled workers, such, for instance, as iron-workers. Apart from that, it is also irrelevant, as, according to the contract, the workers are to be grouped and paid in accordance with the German building tariff. The views taken in Denmark are not authoritative. Dr. Eckardt explained further that it was the assignment of Danish workers in particular that caused very great difficulties, on account of the relatively high standard of living in Denmark.

As the agency of the GFA in Denmark had itself fixed the wages, the rate itself is a matter of indifference to us; we have only to see that, from the point of view of social policy, this establishment of the rate causes no trouble on the building sites. Dr. Eckardt will, however, once more get into touch with the Danish agency on this question and will let us know.

V.) Costs for Air-raid Precautions, Camouflage measures.

I spoke to Dr. Scharf of the Brabag about this. It was agreed to exchange reciprocally the file memoranda made up to the present by the Brabag and by ourselves. Dr. Scharf, of the Brabag, explained that he also had not been able to get any further in the whole matter, as he had not been able to get adequate information either from the Economic Group Fuel Industry or from the Reich Group Industry.

I hereby certify that this is a true and correct copy of the above document:

Dr. Conrad Boettcher
Attorney

Krauch No. 514
Exhibit No.

7)

CERTIFICATE 1

J/K/Ha

29 March 1943

Herr Kai KOLDBECH, co-partner of the firm Starpe & Koldbech, is assigned here with his firm in war-essential tasks on the building site. His presence on the building site is absolutely necessary in the interests of the regular execution of the assignment of his firm.

His wife, Hildegard Helene Koldbech, née Hopp, is appointed as clerical assistant for dealing with the administrative work involved.

Herr Koldbech is returning on Saturday, the 3 April 1943, to Denmark, with our agreement. We expect both him and his wife back in Wesseling by return, as the work connected with the first assignment of his people cannot otherwise be smoothly carried out.

Union Rheinische Braunkohlen Kraftstoff
Aktiengesellschaft
Legal Department
signed Knispayor

I hereby certify that this is a true and correct copy of the above document:

Dr. Conrad Boettcher
Attorney

Krauch No. 514
Exhibit No.

6)

Order No. — Current No. 13.

Employment Certificate - Work Contract.

Name: HANSEN Christian names: Emil Thorvald
Pass No. P. 6785/42-43
Born: 27 January 1891 at St. Pugolo. Trade: Ironworker
Resident in Dennebrosgade 20/3 (Raansholm)
Nationality: Danish Status: Married, Children —

The abovenamed is engaged by the firm Stumpf & Koldbech, Colognes,
as ironworker, at the below-mentioned wage and working conditions.

1) Duration of contract: 6 months

Wage and Working conditions:

Working hours: from 42-60 hours a week
Wages: RM. 0.85 per hour.

Pieccwork: (illegible) Overtime at 25%
Other extras (illegible) at 50%

Performance bonus 25 to 35% RM. per hour

Separation Allowance for Married/Widowed and Divorced
Maintenance charge RM. 1.50 per calendar day

3) Board and lodging:

Housing takes place in dwelling camps and costs RM. E.40 weekly

Board is provided as follows: incl. (illegible)
and costs RM. — per day.

4) Date of departure and place of Reporting: 25 March 1943
8 o'clock (illegible)

5) The following to be brought: Suitable clothing for the work, masons
and carpenters: regular tools; Food for at least 24 hours.
Valid travel pass.

I declare myself to be healthy and capable of work and that I agree to
be bound by German labor discipline and work regulations.

I have taken note of the above-mentioned conditions.

Copenhagen, 15 March 1943

signed: Th. E. Hansen

Signature and Stamp of the firm
signature: Stumpf & Koldbech

*) The certificate is to be obtained from the Parish Register and to
be produced immediately on commencement of work to the German
Betriebsfuehrer.

Note: Travel expenses, holidays, social dues, taxes etc.
Leaflet from the German Labor Exchange.

I hereby certify that this is a true and correct copy of the above
document:

Dr. Conrad Poettcher
Attorney

KRAUCH No. 515
Exh. No.....

Assignment of Foreign Labor, Firm "National", Antwerp

- 1.) The Delegation of the Plenipotentiary General
for Special Problems relating to Chemical Production
with the Military Commander in Belgium and Northern France.

Brussels, 11 May 1944

To the
Union Rheinischo Braunkohlen Kraftstoff A. G.
Wanne-Eickel - near Cologne

Subject: Assignment of the Firm "National", Antwerp.
Retroactive Payment of the Relief Payment for Equipment.
Your letter of 20 April 1944, Ref: J/K/Kr.

The representative of the firm "National", Herr THIRION, has informed me that in the meantime the necessary papers concerning the employment and payment clearance for the Relief Payment for Equipment for 36 workers employed there had been forwarded to the Recruiting Office in Antwerp via the Ruhrchemie A.G.. I have therefore asked Herr THIRION to enquire at the Recruiting Office in Antwerp whether the Relief Payment for Equipment for those 36 men could now be reimbursed. I pointed out to Herr THIRION and to the Recruiting Office that payment of these amounts can only be credited to my office as you had already paid these sums to the firm "National" as advance payments.

The ffra. 500,000.- = RM 30,000.- which have been provisionally paid by the firm BRANDT of Lille out of the allowance of ffra. 1,200,000.- have not yet been received through the clearing. Inasmuch as such a remittance, as a rule, takes approximately 12 days, I presume that this amount will be credited in Belgian France during the next few days. I shall let you know further details immediately.

Heil Hitler!
Signed Dr. v. SCHELLING

handwritten note illegible.

It is hereby certified that this is a true and correct copy of the above document.

Dr. Conrad BOETTCHER
Attorney-at-Law

KRAUCH No. 515
Exh. No.....

2.) "National"
Antwerp

MS Received 18 May (initial) Z

Certification

This certificate has been issued for the purpose of being presented to the police authorities. It is hereby certified that one employee from our "Wesseling" building site has to go to Belgium at least once a week in order to settle commercial and technical matters relating to construction questions. We therefore request that visas be given for the employees listed below:

Van MECHELIN Petrus
SUEMONT Borthold
STOOPS Maurice
KUHLERS Louis

"National"

signature

Wesseling, 22 March 1943

T/Mo/-J.

3.)

Report
on the visit to Brussels from 16 to 17 March 1943

The purpose of the visit was to discuss with Herr Dr. von SCHELLING, head of Gobochon, Brussels, the prospects of procuring more workers from Belgium. At the present time it is absolutely impossible to get building workers as they are needed elsewhere for work of more importance to the military economy. For this reason only assembly workers (Montagearbeiter) can at present be procured from Belgium. The workers of the firm National have also been reported as assembly workers.

On Monday an inspection took place at the firm "National". The firm "National" made a very good impression. Herr AHFER, the proprietor of the firm, promised to send us workers every Tuesday and Friday. These people do not travel in a contingent but by the regular fast train. The first contingent, which was to leave on Tuesday, 16 March, was held up because the whole contingent, including the leader, Inc. (Enginier) BERNARD, were arrested by the Secret Military Police (Gehoer Foldegarde) as it was suspected that the men

It is hereby certified that this is a true and correct copy of the above document.

Dr. Conrad BOETTCHER
Attorney-at-Law

were not being sent to the destinations named. Owing to the intervention of the Recruiting Office (Werbestelle) which is much the same as a Labor Office, the men were released. Some of them left on Wednesday, 17 March. We did not get any of this contingent, however, as the men were all destined for the Ruhrchemie. Only from the Friday contingent did we get a number of men. The firms of SWAN ET FRANCOIS and DE WILDE & SELLESLAGS, Antwerp, were also inspected. On Tuesday, 16 March, a conference took place, in which all firms participated. On this occasion a survey was made of the number of workers which the firms believe they will be able to recruit during April. The following figures were finally established by Herr Dr. von SCHELLING and his staff:

Not'l workers	35	Construction workers	30	Plant workers	—
Hocq	75		—		—
Romy	50		50		—
Gocre	60		140		—
National	10		—		—
Brys	—		—		6
Dnos	—		—		—

Dr. von SCHELLING will apply for those workers to be allocated to us and for them to be brought across the border. We, on our part, must see to it that the Labor Office or the Regional Labor Office grants us this number and that accommodation is provided in the camps. It is not necessary to increase the numbers provided for in the contracts. As it has been found that workers who are not escorted are liable to be seized by the Labor Offices at the border and transferred to a reception camp, where they are usually lost to us, it has been decided that the representative of the firm Hocq, Herr GROSSENBACHER will see that transport escorts are obtained. Most of these contingents are scheduled to leave on Thursdays. We shall inform Herr Dr. THOMASCH of the departure of the contingent. —

Romy and Hocq will provide us with approximately 5 to 10 electricians. Herr Dr. v. SCHELLING is also going to procure several turners for us. —

Furthermore, various complaints which were brought forward by the firms were discussed.

It is hereby certified that this is a true and correct copy of the above document:

Dr. Conrad BOEMER
Attorney-at-Law

Firm Foyten: Blankets worth RM 6675 are still charged to a man named Fischer SCHAERT. At present he is working for Rheinmetall-Borsig A.G. and lives in the community camp Lichtenhainsluster Damm, Berlin-Tegel. FOYSEN asks us to try to get Borsig to return the amount. Foyten complains that he received the January account from the U.Z. (Union Kraftstoff) only on Saturday, 13 March.

Handwritten note, credited to Foyten 31 March 43.

R. O. M.Y. apparently has still a 1942 claim amounting to RM 182,775.05. He gave me a detailed account in my hotel on the last day. However, as I could not take these documents across the border, they will be forwarded to me by Gebachom (Plenipotentiary General for Chemistry).

Handwritten note, wrote to Rerry on 24 March 43
" " " " 31 Feb. 43

The firms of Coors sent two good building foremen named Broest and Breca.

The firms of Coors and Foyten request that the U.Z. (Union Kraftstoff) be informed when employees of these firms take their leave and be told for how long. It should also inform them of their return, so as to enable the firms to see to it that the men are punctual.

Furthermore, both firms ask for precise information as to the position concerning the sickness insurance of dependents residing in Belgium, whether weekly relief payments will be made, etc. We propose addressing a detailed letter to the two contractors concerning these matters and should like to channel it through Herr Dr. von Schelling with a carbon copy for him.

Handwritten notes re the above two paragraphs.

K 5 for action / copy forwarded to K 5.

Furthermore, I went to see the Special Solo at Chemistry with the Chief of Military Administration for Belgium and Northern France and tried to see Herr Weller. As Herr Weller had gone on a journey I saw Herr Niels. However, he confirmed to me the statements made by Herr Dr. von Schelling, that no workers were allocated by way of free assignment and that the procurement of labor from Belgium had come to be a very difficult matter. My transports there should go through the Regional Labor Office. He also confirmed to me that building workers were needed for construction projects of military importance in the country itself. -

It is hereby certified that this is a true and correct copy of the above document.

Dr. Conrad DÖTTCHER

Attorney - at - Law

I discussed with Herr Dr. von Schelling the general prospects of this action. Herr Dr. von Schelling is very active and has certainly achieved quite a lot. It can also be assumed that we shall receive approximately 200 men of the 400 to 500 men scheduled for April. However, it is not possible to say beforehand what the trades of these people will be, as yet it cannot be foreseen what the position will be in the coming months. This can only be judged in April. Herr Dr. von Schelling did not have anything to say concerning the conditions in Holland and France. By visiting the local offices of the Gebochon (Plenipotentiary General Chemistry) there, Herr Dr. Troelsch will try to find out about the conditions there.-

4.) The Plenipotentiary of the Four Year Plan
The Plenipotentiary General for Special Problems
of Chemical Production

Berlin, 6 February 1943.

Reference: I T 5 / Rh/Ja.

Diary No. E293/43

Subject: Assignment of Foreign Contractors/Skolston Contract.

To the Union Rheinische Braunkohlen-Arbeitsamt ...G.

W o a s c l i n g District Cologne.

Enclosed herewith I am sending you 8 copies of the Skolston contract which is to be concluded between you and the

Belgian firm Mrs. Valere Brison & Co., Ans/Liège
" " National, Proprietor J. Pors, Antwerp, B. Quinton Entry 31

with the request to sign all copies of the contract and to return them without delay - not later than Wednesday evening, 10 February 1943, 1700 hrs, to the following address:

Georg G u n t h e r, in this building, CD-Chemie, Dept. T 5, Berlin W 9,
Saarlandstrasse 129,

Should any unforeseen difficulties arise in the dispatching I should like to have the signed copies of the contract submitted to me by special courier. I would particularly draw your attention to the fact that the permission to obtain, or assignment of, foreign workers

It is hereby certified that this is a true and correct copy of the above document:

Dr. Conrad BOLTTCHER

Attorney-at-Law

through the Plenipotentiary General for Labor Allocations is only likely to be obtained if the copies of the contract reach here on the aforementioned date.

For your information, the reasons why this skeleton contract must be concluded are:

1. to avoid loss of time while waiting for a final agreement to be reached concerning the work to be performed, and
2. to make it possible meanwhile to submit legitimate proof to the Plenipotentiary for Labor Allocations.

The construction work to be performed was selected by me merely by way of example. Details of this will be contained in an appendix to be drawn up later.

I request that in par. 8 of the skeleton contract mention be made of the place which would come into question for my legal proceedings (Gesichtsstand). I also request that the appendix to the contract be completed, i.e. that the applicable wage tariffs be inserted in par. 2 and the percentage which the foreign firm is to pay as compensation to the German firm be inserted in par. 7.

By order:

Signature.

5.)

The Bureau of the Plenipotentiary General for Special Problems relating to Chemical Production with the Central Requisitioning Office (Zentraler Auftragssatollo) in Belgium and Northern France

Brussels, 3 February 1943

File Ref.: II/Dr. V.Sch-b

To the Union Minérale Braunkohlen Kraftstoff A.G.

/ cc s o l i n g s

Subject: Assignment of the Firm "National", Antwerp, to your firm.

I refer to my letter of the 1st inst., concerning the assignment of the firm "National" under a working contract. The contract was discussed yesterday with the proprietor of the firm "National", Herr Apers, on the basis of the model of contract submitted to me. The contract will be signed by Herr Apers on Monday, 6 February. Moreover, during the course of next

It is hereby certified that this is a true and certified copy of the above document.

Dr. Conrad DUMITRICH
Attorney-at-Law

week a representative of the firm "National", Herr Dipl.Ing. Beckers, who is working with Ruhrchemie for the firm "National" will call on you in order to discuss details on the spot. It is proposed to assign

3 foremen
40 masons
40 carpenters
20 cement workers
10 iron workers
40 auxiliary building workers

total 153 men.

The mobilization of the workers is intended to start at the end of next week.

Mail : file 1

signed: Dr. von SCHELLING

Seal

(The Delegate of the Plenipotentiary General, Brussels).

In handwriting: Forwarded to G.T.B.Y. on 6 February 1943 Dr.

It is hereby certified that this is a true and correct copy of the above document.

Dr. Conrad DÖTTCHER

Attorney-at-Law

TRANSLATION OF KRAUCH DOCUMENT No. 516
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Utilisation of Foreign Labor of the firm of Ummels,
Amsterdam.

1.) Engineers' Bureau F.J.M. Ummels - Amsterdam - Joh.
Hulststraat 178 - Tel.: 96930.

Work_Contract..

1.

The workman pledges himself to work for the
Engineers' Bureau in Germany for at least 1 year. The
Engineers' Bureau can dismiss the worker at any time
at 4 weeks' notice.

2.) the wages are for: masons RM 0.90 an hour
carpenters " 0.90 " "
joiners for concrete work " 0.82 " "
concrete iron workers " 0.82 " "
unskilled workers and navvies " 0.70 " "

3.) The normal work week consists of 48 hours.

For overtime of 48 to 60 hours an additional
20 % will be paid.

4.) Married workers, also those with maintenance
liabilities which they will have to prove to the
Engineers' Bureau by producing a certificate from
a competent authority to this effect, will receive
an allowance of RM 1.50 a day. Besides every
worker will receive RM 0.50 a day for work abroad.

RM 2.- a day will be deducted for board and
lodging.

5.) For piece work an extra 10 - 10% will be paid.

6.) In cases of inability to work because of bad
weather or any other extraordinary circumstances
60% of the hourly wage will be paid.

7.) The one way trip is free of charge. Married
workers are entitled to a leave, fare paid after
a period of 6 months, unmarried workers after
12 months. Any other leave will be paid for by

TRANSLATION OF KRAUCH DOCUMENT No.516
CONTINUED

(page 1 of original, cont'd)

the worker. Such leave is granted solely on approval by the employer.

- 8.) Workers will be paid on Wednesdays. Piece work will be settled every 4 weeks. Money for transfer to Holland may be handed in at our office in Germany the same day.

This is to confirm that the above is an exact and true copy of the original document submitted to me.

Dr. Conrad Bootzcher,
Attorney.

(page 2 of original)

and the employer undertakes that the wages will ^{be} paid to an authorised party in Holland during the same week.

- 9.) Skilled workers will have to take their tools while navvies should be equipped with 2 spades. The Engineers' Bureau will not be responsible for loss of or damage to tools, clothing etc. either on the trip or at work.
- 10.) When leaving for Germany every worker will have to be in possession of sheets, pillow cases, blankets and towels. They will be laundered in the hydration plants; M 0.50 a week will be granted for wear and tear.
- 11.) If skilled workers cannot be employed immediately in their trade they will have to do navvies' work or work on concrete for a skilled worker's wage.
- 12.) Anybody posing as a skilled worker and being found out at work that he is not skilled will be removed immediately from his place of work. He will be charged with all expenses involved.
- 13.) 2 % of the gross wage will be paid in leave coupons.
- 14.) No release will be granted before expiration of contract.
- 15.) Workers will submit ^{unconditionally} to the orders and regulations imposed by their supervisors.

TRANSLATION OF KRAUCH DOCUMENT No. 516
CONTINUED

(page 2 of original, cont'd)

- 16.) The worker declares that he has read the above terms and agrees to them.

Signature:

This is to confirm that the above is an exact and true copy of the original document submitted to me.

Dr. Conrad Eretzbor
Attorney.

C
CERTIFICATE OF TRANSLATION

22 January 1948

I, George GOODMAN, No. 34789, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the Krauch Document No. 516.

George GOODMAN,
No. 34789.

- 3 -
(BND)

KRAUCH No. 517
Exh. No.....

Assignment of Foreign Workers, Firm WAANDERS & ZN., Doventer/Holland.

C o p y

1.)

The Reich Commissioner for the
Occupied Territories, Holland

The Commissioner General for Finance and
Economy
Main Department Social Administration

Amsterdam, 17 February 1943

Firme

Hochtief A. G.
formerly Gebr. HELPMANN, Wasselton

G.Z.: Va 3/5230

Subject: Order No. 3889, in this instance
Contract with the Firm A. WAANDERS & ZN.,
Doventer, Papenstraat 110/16
concerning the Assignment of Workers - - - - -

In accordance with the decree of the Plenipotentiary General for
Labor Allocation of 5 January 1943 all labor requisitions received by
this office are to be regarded as dealt with. Workers may only be
assigned in accordance with the monthly quotas. In view of the fact
that the President of the Land Labor Office Thienland, as per letter
of 4 February 1943 - IIb 1 5750.20 N -, is unable to include the
above labor requisition into the quota system, it is impossible to
proceed with the assignment of workers.

By order:
sigmod: (signature)

2.) To the Plenipotentiary for the Four Year Plan
Plenipotentiary General for Special Questions
relating to Chemical Production
Att: Dr. SCHULZ Dept. I (T) Berlin W 9

J/Z/Kr. 17 November 1942

Subject: Work Contract with the Dutch firm A. WAANDERS & ZN., Doventer

and 3 carbon copies

Enclosed please find draft/ of contract concerning bricklaying,
carpentry and cement work performed by the Dutch firm WAANDERS. The
draft was discussed with Dr. THOEITSCH of Gebochen, Duesseldorf
(Plenipotentiary General Chemistry). We draw your attention to the
fact that we depend entirely on the

KRAUCH No. 517
Exh. No.....

assignment of the firm of WAANDERS for the completion of our DHL-plant
and request that all the necessary official permits be obtained. We
dispatched two copies of the contract to Dr. THOMETSCH in Duesseldorf.

Herr Hitler!
Union Rheinische Braunkohlen Kraftstoff A.G.

signed: v. BEIMENHORN / signed: KNIPPMAYER
4 Enclosures

Contract of 19 November forwarded to G.

3.)

File - Memorandum

Wesel, 4 November 1942
J/L/Kr.

Subject: Firm H.A.V.E.N.I.T.H. Construction Firm.

Dr. THOMETSCH called me by telephone and informed me that the
assignment of the firm of Havenith will not take effect. However,
the services of the Dutch firm of WAANDERS would be available.
The proprietor will come to Wesel at the end of next week in
order to conduct the contract negotiations.

signed: KNIPPMAYER

This is to certify that this is a true and correct copy of the
above document:

Dr. Conrad BOETTGER
Attorney-at-Law

CERTIFICATE OF TRANSLATION

16 January 1948

We,

Victoria CRTC, ETC No. 2C129,
Arthur MACNAMARA, ETC No. 2C191,
Patricia E.C. WOOD, ETC No. 2C139,
Beryl O. BESWICK, ETC No. 2C183,
Julius J. STEUER, AGC No. A 442654,
Leonard J. LAWRENCE, ETC No. 2C138 and
Anne MARTIN, ETC No. 2C144

hereby certify that we are duly appointed translators for
the German and English languages and that the above is a
true and correct translation of Document Book III, Krauch.

Victoria CRTC
ETC No. 2C129
(pages 1c-13, 55-57,
79-8c and 90-96)

Arthur MACNAMARA
ETC No. 2C191
(pages 14-23,
I-III)

Patricia E.C. WOOD
ETC No. 2C139
(pages 24-4c,
IV-X)

Beryl O. BESWICK
ETC No. 2C183
(pages 41 - 49)

Julius J. STEUER
AGC No. A 442654
(pages 5c-54 and
10c-1c1)

Leonard J. LAWRENCE
ETC No. 2C138
(pages 58-74)

Anne MARTIN
ETC No. 2C144
(pages 75-78 and
81 - 89)

*Defense
Case 6*

Doc. Book IV KRAUCH
KRAUCH Doc. No.
Exh. No.

TRIBUNAL VI

CASE VI

DOCUMENT BOOK IV

for

Prof. Dr. KARL KRAUCH

submitted by the
Defense Council
Dr. Konrad BOETTOHER
Attorney



Meng

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540		Letter from GEBROHED Brussel to U.K. Wesseling, dated 2. July 1943, "Various workers who are assigned to the firm have approached me with the question whether they can bring their wives with them to Wesseling. Should it not be possible to find employment in your concern, I would ask you to let me know whether there is any prospect of finding employment for them in any concern in your neighborhood. The question of finding accommodation for women would naturally also be of importance."	71 - 72
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551		Letter from GEBECHEM Brussels to U.K. Wesseling, dated 4 December 1941, concerning Belgian assembly-line workers ("Belgiermontage"), or, more specifically, construction contracts and the settling of accounts in connection with the schedule.	97 - 100

Allocation of foreign labor, "UNION", Brussels.

Brussels, 19 February 1943.

1.) To

Union Deutsches Braunkohlen Kraftstoff A.G.

WESSELING

Our Reference: 3053/B.

Subject: New regulations.

In order to conform with the wishes of a large part of our workers and in order to assist their families, we have decided to settle their wages monthly. This procedure means much additional work for us, but it will assure the workers of the welfare of their families, and thus raise their willingness to work and their production. We therefore ask you to assist us in our work and see to it that the payrolls will be handed to our agents as soon and as regularly as possible.

In order to be granted special leave, the workers have toogramme sent to them or ask obliging doctors for medical certificates.

We are asking our agents to recognize only certificates approved by us. Would you please take this into account.

You will surely have noticed that on the return of leave transports some men are missing. By false trickeries they succeed in being assigned by other organizations and employers, and we are in no position to make them fulfil their obligations towards us. The German authorities in Belgium are opposed to the assignment of new labor effected by us. Therefore we cannot possibly replace those who have stayed home. From confidential sources we understand that representatives of GE-Chemie-Brussels are negotiating in Berlin to have us authorized to assign workers replacing those who left us.

This is to certify that this is a true and correct copy of above document.

Signed: Dr. Conrad BOETTCHER,
Attorney-at-Law.

Don't you think it would be useful if you would make the same request
of the authorities in Berlin.

Viva il DUCE.
A.PETRO
Signature.

Handwritten note: (illegible)

2.)

"UNIC", Brussels,

Brussels, 20 January 1943.

To
Union Rheinische Braunkohlen Kreislauf AG.

MESSING

Our Reference: 2554/E.D.
Subject: Duration of Leaves / Contract supplements.

You will have noticed most probably that some workers do not resume work. You will have noticed that during the past period some workers prolong their leave for various reasons or no reason at all. This action is of a great disadvantage for your organization and we are of the opinion that you would like to see the workers back at work at the stipulated time. We on our part have a lot of trouble with the men who are supposed to remain here for a longer period as we have to trace them, report them to the recruiting office, and have to settle their personal affairs. We should like to stop these abuses by taking stricter disciplinary measures obliging the workers to keep to the instructions laid down in their leave records. We have made use of all arguments, from persuasion to the threat of punishment, but to no avail. That is why we enjoin to you after careful consideration,

This is to certify that this is a true and correct copy of the above document:

Signed: Dr. Conrad BOETTCHER.

to have the workers sign the supplement to the contract before you issue leave papers to them. We shall send you this supplement under separate cover. Each worker should sign four copies of the supplement, one for your plant, one for the worker, and two which you will kindly return to us.

For your information: Section 2 of this supplement authorizes us to demand from the worker RM 4.00 for each workday lost by his own fault. It goes without saying that in taking this step we seek no profit, and we are willing to transfer these deductions to a fund for social assistance. As the interests of production are at stake, we hope that you will assist us in re-establishing the necessary discipline.

Would you please inform us in due course of your opinion. We remain
sincerely yours,

Signature.

signed: Viva il DUCE.
A. PETAO.

3.) "UNIC", Brussels

Brussels, 28 December 1942,

To
Union Deutsches Brackenholz Kraftstoff AG.
C.../
Krauch.

Our Reference: 2835/ED II.

We beg to draw your attention to the case with which the workers procure authorization to return home because of sickness.

During a very short period, out of six workers who returned home, three have gone back to Germany and have signed new job contracts with other firms (2 with Organization TODT). It is self-evident that this action is a disadvantage to you as well to us.

This is to certify that this is a true and correct copy of the above document.

signed: Dr. Conrad BOETTCHER.

Attorney-at-Law.

Document Book IV ERALUCH
ERALUCH Document No.518
ERALUCH exhibit No.....

Therefore we ask you to request the competent authorities to exercise more restraint in issuing authorisation to return home. Surely, very often recreational leave is sufficient and the issuing of those authorisations unnecessary.

Viva il Duce.
A. PETRO
(Signature)

Handwritten note:

partly illegible,

then: I.Dr.KNIEPMAYER.

We checked the four cases which occurred during the month of January 1943. They concern exclusively sick men who after having tried several times to be assigned to different places of work were rejected by all offices as unfit. This examination is carried out, as I have found out in checking, very carefully and (in all doubtful cases) is mostly done by the Gruppenleiter of G3 (Barr. SICKERS) and only when the notices of dismissal signed by G2 or special instructions have been submitted.

3 signatures (illegible)

This is to certify that this is a true and correct copy of above document.

signed: Dr. Conrad GOETTCHEL.

Attorney-at-Law.

Allocation of foreign labor, firm of J.B. FEYTEM,
Nivelles/Belgium.

i.) Union Kraftstoff (United Fuel).

Information for Herr KNIEPVEYER, Section J
via Herr Dr. GECK.

Nivelles, 12 June 1942
Reference: G2./Kn/Vi.

With reference to a telephone conversation with Herr Dr. GECK and to a letter from Herr Dr. von SOEHLING, dated 4 June 1942, of the contents of which we were briefly advised, we have the following to report:

I. With the transport of 27 May 1942 (firm of FEYTEM) 2 workers arrived here who received return authorizations already on 26 and 29 May 1942 respectively.

MERTENS, Engelbert, born on 28 February 1890, refused to resume work because - as allegedly stipulated in his contract - he could not be employed as a driller. His dismissal took place on request of our employment office and the labor office MORREM, branch Nivelles.

BECKAERT, Pieter Anton, born on 18 February 1902, was dismissed as unfit for work, a medical certificate having been submitted to the labor office according to information by telephone.

The men were adequately fed here. During their short presence here they received from K 5 (Herr KLUZ) an advance of 4 daily meal tickets of which they returned prior to their departure one to Herr SONGARTZ through Herr THOMÉR. Nothing is known as to how they were fed during their return journey. - We do not think we are wrong in presuming that the firm of FEYTEM, as a party to the contract, took care of that matter.

Document Book IV KR.UCH
KR.UCH Document No. 519
KR.UCH Exhibit No.

(page 1 of original, cont'd.)

II. Every transport of which we are advised in time by the labor office is met by an escort designated by us either at Aachen or at Cologne, supplied with meal tickets, accommodated in the camp and then taken to the labor office.

This is to certify that this is a true and correct copy of the above document.

signed: Dr. Conrad BONNICKER
Attorney-at-Law

Document Book IV KR.IUCH
KR.IUCH Document No. 519
KR.IUCH Exhibit No.

We were told by Herr ORDNUNGS, that at one time men of the firm of FEYSEN were put by their Belgian "guide" on the Rhine-Hanck railroad at Cologne and left to their fate. We know nothing of difficulties of admission caused by Oberlagerfuehrer ZIEFFS - whether with or without justification - , as mail tickets or such like are not at hand; it is Herr BONGARTZ who will be in the best position to furnish information.

Personnel Department
Employees office
Signature (illegible)

Inclosure: Copies of ^{these} / two notices of dismissal (please return).

2.)

Bosseling, 11 June 1942
G2 E/Vr/Ln.

Handwritten marginal note: In I with, according to verbal agreement.

Memorandum for files.

Subject: Firms under contract (FEYSEN, DRS)

With the transport of 26 May 1942 we received amongst others 2 Belgian workers assigned to us by the firm of FEYSEN whom we had to return for the reasons enumerated below:

1.) The worker Engelbert VERTENS was to be employed in our plant as apparatus - attendant, with an hourly wage of RM 0.75. But the worker declared at the employment office that he would not perform that kind of work, as he had been recruited according to his contract as driller. The contract states that this man was to work here as a skilled worker (driller). According to V. he also suffered from lung trouble and said if he had known that our plant produced chemicals he would never have come to Germany in the first place. Through our interpreter,

This is to certify that this/^{is} a true and correct copy of above document.

signed: Dr. Conrad BOETCHER
Attorney-at-Law

Herr ORTMANNS, we tried again to convince the man that the job of an apparatus-attendant was light work. But ORTMANNS insisted on being returned to Belgium. As he had no cash on him, he received in advance of RM 6.00 for the journey, with which amount the firm of FEYSEN is to be debited.

2.) The worker Pieter BECKENBACH was according to a medical report by Herr Dr. KIRSCH unfit for work in our plant. He was also returned to Belgium, but received no money for the fare as he was in possession of cash.

3.) With the transport of 9 June 1942 we received 12 workers from the firm of DASS and 2 from the firm of FEYSEN. Amongst the men from DASS were 5 skilled bricklayers. In their contracts they were described as "semi-skilled workers, chemical plant workers, hourly wage RM 0.75". These men,

De RIDDER, Albert
SCHOUTENS, Constant,
TICK, Hermann
De RIDDER, Frans
LIPPS, Josef

refused to take up work with the remark that they were bricklayers and that Herr DASS too had promised them jobs as bricklayers. When it was pointed out to them that they had signed the contracts as chemical plant workers, they stated in unison that the contracts had not yet been filled in when they signed them and that they had merely signed in good faith.

At first, Herr KNIPSCHILD was also of the opinion that the men should be sent back. But afterwards it was agreed in conjunction with the labor office to put all 5 bricklayers at the disposal of the firm of Hochtief A.G. at the local building site. The bricklayers agreed to that and are already at work with the firm of Hochtief. Herr BRUN of the labor office stated that these 5 men would not be charged against our requirements.

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(page 1 of original, cont'd.)

This is to certify that this is a true and correct copy of the
above document.

signed: Dr. Conrad SOEPFCHER
attorney-at-Law

In general, the following has to be mentioned. According to the experience made so far in hiring labor almost all foreign workers complain about the business procedure of both firms. Amongst other things, the men state that they had been promised wrong wages or separation compensations, they state furthermore that the firm had promised them free board and lodging. These statements are perfectly credible. Therefore, the firms concerned ought to be informed of the complaints of the hired labor. It should also be pointed out in connection with this that in future only healthy men should be assigned, above all men without stomach- and lung trouble.

Signature

3.) The Commissioner for the Four Year Plan.
The Plenipotentiary General for special question in the
Chemical production.

Berlin, 18 May 1942

Reference: I T 5 Dr.Sch/KJ.

Diary No. 80604/42.

Reference: Allocation of foreign workers to firms.
Firm of Union Rheinische Braunkohlen Kraftstoff A.G.

"osseling near Cologne

As my Brussels office informed you under 7 May 1942, we have been successful in negotiating a contract concerning the assignment of 35 workers by the firm of L.F. D.E.S of Boor and 15 workers by the firm of J.B. FEITON of Mechelen.

We suppose that the workers have arrived at your place in the meantime. - You are requested to forward to this office 2 photostatic copies of the original contract, so that the retrospective approval of the Reich Foreign Office may be obtained.

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(page 1 of original)

By order

Signature

handwritten note illegible.

This is to certify that this is a true and correct copy of the
above document.

signed: Dr. Conrad BOETTCHER
Attorney-at-Law

Antwerpia
Radiators Metalux
Boiler Air-heaters

L. ROELANTS
Krijgsstraat 19
Mortsel-Antwerpen

Job Contract
in accordance with the German rules and regulations
Please quote
Our Ref.:
Your Ref.:

Mijnheer Louis ROELANTS, merchant of Mortsel, and: Posters JOO
residing: at 18 Fortstraat - Mortsel

are agreed that the latter will work for the firm of Union Rheinische
Braunkohlen (United Rhenish Lignite), Messeling near Cologne for a
period of 3 months under the conditions stipulated below.

In your capacity as First Autogenous welder
these are the conditions applying to you:

The wages are Frs. 15.00 pro working hour on the basis of an
8-hour workday. Board and lodging are free on the basis of RM 2.50,
i.e. Frs. 31.25 per day. Our firm pays Frs. 50.00 per day for
incidental expenses. You will be assured of 60 hours work per week.
Taxes, pensions etc. will remain unchanged.

Accident - and compensation insurance come under German law from the
moment you leave the plant. These expenses will be borne by the
plant.

By agreement the group from Antwerp will stay together at the place
of work. Good accommodation and sleeping places have been arranged for.

The meals will be taken at the canteen, and you will sleep in specially
prepared barracks. You will find this arrangement satisfactory.

Concerning the food we have been assured that you can expect at your
mess hall

1000 g of meat per man per week
250 g of butter per man per week
100 g of fats " " " "
potatoes, bread and vegetables as much as you like.

Complete freight car loads to be shipped to: Roodt. Roelants-Bloc.6,
Luythagen via Zurenborg. Mixed cargoes: Luythagen station.

For lawsuits only law courts of the area of jurisdiction of which the
community of Mortsel is a part are competent.

Document Book IV KRAUCH
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(page 1 of original)

Telephone: Antwerp 99029 99035 Telegrams: Antwerpia-Roelants Mortsel Post Office checking account: 32050
Certificate of incorporation: 27537
Societe Belge de Bank.

(page 2 of original)

L. BOELANTS
NORTHER-Antwerp Continuation of our letter in re

J O B / C O N T R A C T .

You are entitled to go home every 4 weeks. You will take the train leaving Saturday morning from Cologne or another station nearby and you will return Monday afternoon so as to be back Monday night.

The day of your leaving for the first time will be counted as an 8-hour day on the basis of the wages mentioned above.

The person named PEETERS JOO agrees to perform his work in a manner which will do us honor. He also agrees not to transfer to another firm as he will lose all his claims against us.

The amount earned by you weekly will be paid out regularly every Saturday.

Your wife or parents may collect this money every Saturday; it will be sent by postal order every Friday to wife or parents living outside the town.

The remainder of your earnings will be paid out at the office on your arrival every four weeks on Saturday.

Supposing you work 60 hours, per week your normal earnings would consist of:

Fr. 15.00 pro hour: 60 hours x Fr. 15.00	= Fr. 900.00
Extras for incidental expenses	= Frs. 60.00
	Fr. 960.00

For board and lodging we pay HM 2.50 per day to the German administration of the plant Fr. 218.75

Therefore the total of your earnings amount to Fr. 1168.75.

If the time spent in the air raid shelter is not paid by the German firm it will not be paid by our firm either.

Every worker is responsible for his tools.

You agree to observe the rules of the plant and regulations pertaining to them. In case of violation of existing instructions and regulations pertaining to your work you will be dismissed immediately and punished. Fines, and in case of being sent back, travel expenses, will be charged to you.

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(page 2 of original cont'd)

In the case of interruption of work for various reasons the German firm reserves the right to return the workers to their home in the usual way, or to assign them to other plants after agreement with the ANTWIRPIA plant.

The German firm reserves the right to return workers who are unsatisfactory in their work or unfit for work for physical reasons. These men have to return immediately and report to the ANTWIRPIA plant.

(Signature) L. ROBLANTS,

(page 3 of original)

Firm FEYEN
Metallwerke B 441403
Owner J.B. FEYEN
STEENWEG OP BATTEL 193
MECHelen
TEL. 12298
Postal Check Account: 335237

CONTRACT

Between Mijnheer FEYEN J.B., Steenweg op Battel 193
on the one hand, hereafter referred
to as ENTREPRENEUR,
and Mijnheerr VAN DE POEL, Gustave,
5 children under 14 years of age (out of wedlock),
on the other hand, hereafter referred
to as WORKER,
the following agreement is made, predicated on the approval of the
German authorities:

The undersigned worker pledges to render himself to Germany to the
works of the Union Rhein, Braunkohlen A.G., Jesselting,
in order to work there as skilled laborer.

I. WAGE STIPULATIONS.

a) BASIC WAGE AND BONUSES.

The entrepreneur will pay the worker an hourly wage rate of
RM 0.75, that is, Frs. 9.375. Over and above that the worker may
earn up to RM 0.10 in bonus, depending upon his good conduct and
upon the value of his work. When piece-work is involved, extra
earnings up to (blank) 3 may be attained in accordance
with the amount delivered. The acknowledgement of the bonus
takes place of course on the initiative of the plant.

b) PAYMENT.

The paying-out takes place once a week just as it does with
the German workmen. The undersigned worker is obliged to
send a monthly minimum of RM 120.—, that is, Frs. 1500.—
through the plant accounting-department to the following person in
Belgium dependent on him for support, whose address is as follows:

DUMOULIN, Emille Bertha, Hobeksteenweg 329, Mechelen,
pursuant to Paragraph IV wife RM 1.14, for every child under the
age of 14 RM 1.14 per day.

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(page 3 of original, cont'd)

c) FAMILY ALLOWANCE.

For working personnel having families entitled to support this rate amounts to RM 1.— per day.

d) ROOM ALLOWANCE.

RM 0.50 per day

e) ROOM AND BOARD.

The worker pays daily: Lodging RM 0.50
Full board RM 1.20
Partial board

(page 3 of original, cont'd)

Additional pay (over 48 hours) 25%
(Sundays) 50%

2. Working Time.

The Worker agrees to keep the working time as fixed in accordance with the German laws and to comply with the control measures regulating working hours.

3. Work at the place of Employment.

If for some reason or other there is no possibility of employing the worker at the provided place of work, he may be transferred to another working place under the condition that salaries and other points of the contract remain unchanged.

(page 4 of original)

Should the worker appear to be unfit for the work for personal reasons, because he is lacking the technical knowledge he professed to possess, he may be employed as an assistant or unskilled worker for a salary, corresponding to his knowledge.

The worker declares that the conditions of the employer are known to him and that he will comport himself in accordance with the regulations issued by the Deutsche Arbeitsfront (German Labor Front, Duitse Werkhuis). He furthermore declares that he has no valid contract with other firms and that he does not suffer from any physical disability.

During his employment the worker is subject to the German social Labor Insurance Laws, taxes and insurances against accidents in the course of the work, as far as this insurance is not in force in Belgium.

The worker must be equipped with sufficient working clothes, shoes and underwear, also for the winter.

4. Paid leave.

Leave is settled in accordance with the German Social Laws and according to the regulations in force in the place of employment. The German Law provides for 6 days of paid leave per year; this leave is granted for the first time after six months employment, if the worker agrees to serve for a new period of six months at the same working place.

5. Emergency leave.

In the case of emergency leave the worker pledges himself to resume work exactly on the day determined by the employer. If work is not resumed on the date determined, the employer has the right of regarding the worker as having broken his contract or being absent without leave; he then may have recourse to the measures provided in the contract or in the regulations in force at the place of employment.

(Page 4 of original, cont'd)

6. Travel Expenses.

At the beginning and at the termination of his contract of employment, the worker shall be entitled free travel from Mechelen to Nesselinq and vice versa.

If the worker proves to be unsuitable for work for reasons of health or for other reasons, the contractor will be entitled to charge him for travel expenses.

Before starting on his out and return journey, the worker will receive a travel allowance from the plant management.

7. Sick Fund.

In case of illness or if there is need for medical attention for himself or for his dependents, the worker must apply to the Health Insurance, irrespective of whether he is working or on leave.

Both parties are agreed to disregard any certificate, medical or otherwise, unless issued by the Health Insurance. If the worker has to discontinue his work temporarily or permanently on the basis of a certificate issued by the Health Insurance he must give the employer 8 days' notice, otherwise he will lose all his privileges and may even be regarded as defaulting.

8. Dismissal.

The contract of employment will be valid for an indefinite period, but at least for six months. The consent of the German Employment Office is indispensable, as expressly stated.

The worker must give at least a fortnight's notice; otherwise the contract will renew itself and remain in force automatically.

9. Legal procedure.

Both parties are agreed that Belgian law and procedure will apply to this contract, namely the Law concerning Contracts of Employment of 10 May.

Both parties oblige themselves to put into immediate effect all amendments of contracts of employment as issued by the "Reich Commissioner", the "Reich Labor Ministry" or any other proper German authority.

In case of disputes, both parties will submit to the ruling of the Arbitration Court (Gedachtnisgericht) as the recognized institution of the contractor.

Mechelen, 25 June 1942.

(the worker):

(signed): VIN DE POEL, G.

(the contractor)

(signed): J.B. FEYTER.

(page 4 of original, cont'd)

6. Travel Expenses.

At the beginning and at the termination of his contract of employment, the worker shall be entitled free travel from Mechelen to Geeseling and vice versa.

If the worker proves to be unsuitable for work for reasons of health or for other reasons, the contractor will be entitled to charge him for travel expenses.

Before starting on his out and return journey, the worker will receive a travel allowance from the plant management.

7. Sick Fund.

In case of illness or if there is need for medical attention for himself or for his dependents, the worker must apply to the Health Insurance, irrespective of whether he is working or on leave.

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In case of disputes, both parties will submit to the ruling of the arbitration Court (Gedachtnissrat) as the recognized institution of the contractor.

Mechelen, 25 June 1942.

(the worker):

(signed): VAN DE POEL, G.

(the contractor)

(signed): J.B. PEYDEN.

Document Book IV KRÄUCH
KRÄUCH Doc. No. 519
Exhibit No.

CERTIFICATE OF TRANSLATION (in the English language).

20 December 1947

I, Gerhard TICHLER, No. 20 170, hereby certify that I am a duly appointed translator for the Dutch and German languages and that the above is a true and correct translation of KRÄUCH-Document No. 519 Verteidigung.

(signed): Gerhard TICHLER
No. 20 170.

Document Book IV KRÜGER
KRÜGER Doc. No. 520
Exhibit No.

The Delegato for the Four Year's Plan
The Plenipotentiary General for
Special Questions relating to Chemical
Production

Berlin 79, 25 Jan 1945
Sandland Str. 128

marked: I T 5 b/Bn

Tel: 120048

Subject: Commitment of
the French firm
of Jean MEIER

priv. tel. 646

teletype: cl-1113

Teleg. Address: Goochon

To the

Union Rhénane Brunkohlen
Kraftstoff AG (fuel)

Messing

On your instigation about 130 North Africans of
the French firm of J. MEIER, assigned to you, were trans-
ferred by the Gauleiter office in September of last year.
I only learned of this fact after the transfer had already
been effected.

In all events, you should have informed either my
delegato in Düsseldorf, or myself of this fact, in parti-
cular as we are dealing here with members of a French Firm
who had been assigned to you by virtue of a contract
concluded with this firm. You were, therefore, not entitled
to authorize the Gauleiter office to transfer these people
as long as you did not cancel your contract with the firm.
It would have been possible to transfer these people with-
in the sector of GEBECHEM and have the new works take
over your contract.

M. MEIER has received a letter from you

Document Book IV KRÜUCH
KRÜUCH Doc. No. 520
Exhibit No.

in which you give notice of termination of the contract concluded with him to be effective on 31 Dec 1944. Until this period, therefore, you are liable to pay the supplementary employer's dues.

In my circular letters of 24 and 26 Oct 1945, I have left open the question of whether or not to cancel the contracts concluded with western partners. After termination of the contract concluded with M. MEIER you were to pay the latter the lump-sum of RM 2,000.-- monthly, payment of which must be made by you. Had the North Africans been transferred within the GESECHEN-sector, the new works would also have taken over payment of the lump-sum in question.

It has been ascertained after lengthy endeavors, the great majority of the North Africans of the firm of MEIER is now working at the Nordwerk in Nordhausen/Harz mountain, an enterprise over which I have no jurisdiction. The whereabouts of the remainder of the North Africans (50-60) have as yet not been established.

I have advised M. MEIER, who is constantly asking me to intervene in this matter, to get in touch with you directly in order to bring about a solution of this problem. I would ask you to let me know first of all your opinion on the various matters mentioned and secondly to inform me at the proper time of the agreement reached with M. MEIER.

per order

sgd. KIRSCHNER

Document Book IV KRAUCH
KRAUCH Doc. No. 520
Exhibit No.

Certified true copy of the original

Dr. Conrad BOETTCHER
Attorney-at-Law.

Document Book IV KRUCH
KRUCH Doc. No. 521
Exhibit No.

Foreign Labor Supply firm: DIES, Boom, Holland.

1.)

The Plenipotentiary for Special Questions
relating to Chemical Production at the:

Central Order-Office Belgium and Northern France (ZAST)

Brussels, 2 March 1943.

marked: XII Drv. Sch-boe

To the

Union Rheinische Braunkohlen
Kraftstoff AG (Paul)

Wesseling, Cologne distr.

Subject: Commitment of the firm of DIES, Boom
your letter dated 24 Feb 43 - J/K/Kr.

The increase from 24 to 63 men, in excess of the number specified in the contract between Herr DIES and yourself in respect of the allocation of laborers has tacitly been effected. An additional subsequent increase of 17 men, to bring the number up to 80, as has been requested by you, would cause very great difficulties owing to the regulations governing the allocation of labor which are in force at present.

It would therefore be wiser if you would merely write to the firm of Louis DIES expressing your agreement with the increased allocation and also mention that the provisions of the contract dated 9 May 1942 would also apply to these additional workers.

Heil Hitler!

seal

sgd. Dr. v. SCHELLING

GEBELEM, Brussels

Certified true copy of the original

Dr. Conrad BOETTCHER
Attorney-at-Law.

Document Book IV KRAUCH
KRAUCH Document No. 522
Exhibit No.

Foreign Labor Utilization Firm
1.) De Wilde & Selleslags, Antwerp

Antwerp, 27 November 1942

To Dr. KNIEPMAYER
Firm: Union Rheinische Braunkohlen Kraftstoff A.G.
Wesseling near Cologne

Dear Dr. KNIEPMAYER,

As Mr. de WILDE's secretary I take the liberty of recalling to you your last visit to the firm De WILDE & SELLESLAGS, Antwerp.

I asked you on that occasion whether it was absolutely essential to know German in order to obtain employment in Germany, and you replied in the negative.

I should now like to ask you whether it would be possible for my father, BASTIENS Karel, born 1879, residing Tennisstraat, 41, Antwerp-District Hoboken, to obtain employment with your esteemed firm. Unfortunately he does not know any German. He speaks Flemish and French, has a beautiful handwriting and he is especially good at figures. He is very healthy and has a strong constitution.

He has been out of work for 11 months, and since in Belgium people over 60 years of age apparently must not work and therefore not live anymore, he would like to go to Germany and work there.

I hope to receive your positive answer. Thanking you in advance I remain

with National Socialist salute!
(signature)

P.S. My father is an office employee but is prepared to do any job.

Lena BASTIENS,
Stijgbeugelstraat 27
Antwerp.

2.)

De Wilde & Selleslags, Antwerp.

To the firm: Union Rheinische Braunkohlen Kraftstoff A.G.
Wesseling near Cologne

14 October 1942

In reply to your letter of 10 October we are pleased to note that you will do everything possible to satisfy our workers.

* * *

Certified literal and correct copy of the above document:
Dr. Conrad BOETTCHER, Attorney

Document Book IV KLAUCH
KRAUCH-Document No. 522
Exhibit No.

Some of the workers on leave will return to Wesseling within a few days.

We hope to be able to send you, within three or four weeks, still more good skilled workers at present employed with us. These workers too will meet with your complete satisfaction.

Yours truly,
Central Office Verwarming
De Wilde & Salleslags P.V.B.A.
signature

3.)

Dr. Fritz KNIEPMAYER

To the

Representative
of the Plenipotentiary General for Chemistry, attention of
Dr. von SCHELLING APO o7515 A.V. (Foldpost)

Reference: XII/Dr.v.Sch-boe 5 October 1942 J/K/E,
10 October 1942.

Dear Dr. von SCHELLING,

I have received your letters dated 5 and 7 October respectively concerning complaints of unhygienic conditions in the camp. It is unfortunately true that lately unclean conditions have arisen, which we suspect are due to changes in the inmates of the camps. You may rest assured that we have already done everything possible to restore normal conditions. Thus we recently built a special disinfection bunker where the people can disinfect their personal belongings. In addition we have a full-time exterminator who intervenes as soon as we hear of the slightest complaint. Unfortunately the camp inmates report only when the pest has already spread instead of naming at once the one guilty individual who brings in the vermin, so that his belongings could be disinfected immediately. For the rest the beginning of the colder weather now will also help to eliminate the vermin pest completely.

* * *

Certified literal and correct copy of the above document:

Dr. Conrad BOETTCHER
Attorney

May I mention further that we expect to receive our own new barracks towards the end of November. We shall see to it that the foreign workers in the firm, particularly the crews of the Antwerp firms, shall be accommodated in our own camps as a body. I should like to suppose that there will be no cause for any complaint in the future. We are very badly in need of the workers of the firm De Wilde & Sellelags, and I should like to ask you to speak with Mr. De Wilde once more in order to effect that the workers return to us after all.

I remain with kind regards,
Heil Hitler!

Yours obediently, signed KNIEPMEYE

4.) Firm: De Wilde & Sellelags
19-21, Admiral de Boisotstraat,
Antwerp / Belgium

Reference: ADW/HE. 5 October 1942 J/K/E. 10 October 1942.

We received your letter of 5 October 1942 and at once took all measures to eliminate the vermin. Please rest assured that we are doing everything possible to avoid uncleanliness in the camps in future. We shall make provisions to accommodate your people separately and as a body in barracks of their own as of late November, so that the spreading of any vermin will then be impossible. We ask you to cause your workers to return to us and to do everything in your power to allocate us new workers in view of the pleasant business relations we have always maintained hitherto.

We thank you for your efforts, and should be pleased to welcome you personally in Wesseling again.

Heil Hitler!
Union Rheinische Braunkohlen Kraft-
stoff A.G.
signed Dr. NEDELMANN/signed as
deputy Dr. KNIEPMAYER.

Certified literal and correct copy of the above document:

Dr. Conrad BOETTCHER
Attorney.

Document Book IV KRAUCH
KRAUCH-Document No. 582
Exhibit No.

5.)

The Representative of the Plenipotentiary General
for Special Problems of Chemical Production at the:

Central Commissions Agency
for Belgium and Northern France

File No.: XII/DrvSch-Boe

Brussels, 7 October 1942

To the Union Rheinische Braunkohlen
Kraftstoff A.G., attention of Dr. KNIEPMAYER

Wesseling

SUBJECT: Employment of the Firm De Wilde & Sellelags

Dear Dr. KNIEPMAYER,

In addition to my letter of the day before yesterday I send you a copy of the letter addressed to me by the firm De Wilde & Sellelags dated 5 October of this year concerning complaints on unhygienic conditions in the camp.

You know as well as I do that old Mr. De Wilde is much too thorough and responsible a man to make unjustified complaints. Thus it is the more essential to rectify those complaints which have now come in from various quarters.

With kind regards,
yours ever,
(signature)

handwritten marginal notes (illegible)

6.)
De Wilde & Sellelags
Antwerp.

Antwerp, 5 October 1942

Firm Union Rheinische Braunkohlen Kraftstoff A.G.
Wesseling near Cologne

About 15 men on leave have arrived here some of whom have not asked to return to Wesseling. Since the others have not yet completed their contract, they are of course obliged to return. The reason why the workers do not want to return again is the camp. They are most satisfied with the work and treatment but complain about the camp.

* * *

Certified literal and correct copy of the above document.

Dr. Conrad BOETTCHER
Attorney.

Document Book IV KRAUCH
KRAUCH-Document No. 522
Exhibit No.

We are sorry to have to tell you this but it is our duty to acknowledge the complaints of our workers and to bring them to your notice.

It appears that there is much vermin in the camp so that the workers are unable to sleep at night. Several workers even had to go to the doctor for treatment.

The workers now returning to Wesseling have made the same complaints and told us that, unless conditions in the camp improve, they would have to ask for their final release.

The position in our country is such that we shall be forced to dismiss many of our workers here in Antwerp within a few days; this involves good skilled workers employed with us for many years and whom we should like to advise to go to your factory.

We can do so however only if the conditions in the camp are improved, since it is our wish that all the workers employed with you on our behalf shall be satisfied in any circumstances.

We presume that private quarters for the workers are out of the question, but we ask you to check the conditions in the camp so that the accommodations of our crew may be comfortable and expedient. The individual chiefs are most satisfied with the conduct and work of our workers, and, in order to be able to send you still more good skilled workers in future, we hope that you will notice our complaints which are those of our workers.

Thanking you in advance, we remain

respectfully yours,
De Milde & Sollslags
2 signatures

* * *

Certified literal and correct copy of the above document:

Dr. Conrad BOETTCHER
Attorney.

7.)

Translation.

Union Rheinische Braunkohlen Kraftstoff A.G.

Wesseling, 18 September 1941
GaL/Ve/Wi.

In the interest of finally carrying out the construction project of the Union Rheinische Braunkohlen Kraftstoff A.G. Wesseling and the speedy putting into operation, it is requested, that all workers of foreign firms extend their 6 months contract.

The extension of the contract entails certain advantages for the workers, which we here enumerate in detail. Every married foreigner earns the right of holidays with pay after six months of uninterrupted work within the German borders. Single workers are entitled to the same only after a year of uninterrupted employment in Germany. On the basis of these holiday claims the works pay the travel expenses from the place of work to the border. However, the claims for paid leave lapse if the original contract is not extended.

If the foreigner so desires, the paid leave of the first 6 months can be combined with the leave of the next six months. In that case the foreigner is entitled to be paid the travel expenses which he saved by postponing the first leave. Thus if a married worker (foreigner) goes home after a one year working term without having made use of the leave period to which he is entitled, he is entitled to compensation for 2 leave trips. This payment does not alter the fact that the travel expenses for going home, from the place of work to the border, will be paid to the worker at the termination of the contract. After the termination of the contract therefore the repayment of the travel expenses for the final journey home is likewise assured.

* * *

Certified literal and correct copy of the above document:

Dr. Conrad BOETTCHER
Attorney.

Document Book IV KRAUCH
KRAUCH-Document No. 522
Exhibit-No.

Furthermore every foreigner, like every German worker, is entitled to a leave of six working days per calendar year. If the worker does not avail himself of the annual leave of six working days, he is entitled to be paid for six full working days according to his rate at the end of the contract.

This regulation does not apply to any Italians working at construction firms, since, according to a special agreement, the leave compensation is already included in the wages. However, the right of free trips home after a six month working period, or compensation for these expenses as listed above remains in force also for the Italian workers.

As an example, let us consider a married worker with 2 children, from Slovakia, having worked for one year; he receives:

Compensation for leave time (having 6 days scheduled leave, a working week of 60 hours, an hourly wage of RM 0.85 and 1.40 allowance for the wife and each child
..... RM 50.--

Compensation for travel expenses for unused trips home (twice) RM 93,--
..... RM 143,--
.....

An Italian worker, in the same circumstances, receives: leave compensation RM 50.--

Compensation for travel expenses for two unused trips home RM 85,40
..... RM 135,40
.....

Furthermore we point out that the regulation concerning working conditions, hourly wage, etc. is measured according to the same standards as for the German workers doing the same work.

Union Rheinische Braunkohler
Kraftstoff A.G.

Certified literal and correct copy of the above document:

Dr. Conrad BOETTCHER
Attorney.

8.) De Wilde & Selleslags
Antwerp.

Antwerp, 10 January 1942

Herr. NEUBAUER
Union Rheinische Braunkohlen Kraftstoff A.G.
Wesseling

Mr. De Wilde still remembers the courtesy with which you received him on the occasion of his previous visit to Wesseling and we beg to inform you that he intends to pay his respects at your office on Tuesday, 20 January 1942 at 9 o'clock.

We should be very pleased if he could meet you in order to discuss the contracts of our workers and their performances.

We also ask you to inform Herr KNIEPMAYER of our proposed visit.

As Mr. De WILDE does not speak German he will be accompanied by our secretary so that we can discuss everything thoroughly.

Would you do us the favor of reserving two rooms in the Hotel Dome in Cologne, starting Monday 19 January for two or three days.

Thanking you in advance we remain

Respectfully yours,

De Wilde & Selleslags PVBA
signature

Certified literal and correct copy of the above document:

Dr. Conrad BOETTCHER
Attorney.

Foreign Labor Employment Firm E. Geers, Antwerp.

- 1.) The Representative of the Plenipotentiary General for
Special Problems of Chemical Production at the
Central Commissions Agency Brussels

Reference: XII/Mr.

Brussels, 7 April 1942.

To the Union Rheinische Braunkohlen Kraftstoff A.G.
attention of Herr KNIEPMAYER

We sseling near Cologne

SUBJECT: Belgian engineers.

The firm of E. Geers, Antwerp, reports that breaches
of contract on the part of workers in your employ have
considerably increased lately.

During his last visit Mr. GEERS reported no fewer than
20 names of people to my office, who recently left their
place of work without permission. The chief engineer of
the firm GEERS, Robert OSTERLING, in your employ, from
oral statements of his workers came to the conclusion
that the Belgian citizen "SCHROEYER", in your employ,
secretly acts as agent for workers for other firms, and
also in the case in question is responsible for the breaches
of contracts.

Please check this matter appropriately and inform
my office of the result of your investigations.

Heil Hitler!

signed Dr. v. SCHELLING

handwritten note (illigible)

Certified literal and correct copy of the above document:

Dr. Conrad BOETTCHER
Attorney.

2.)

Ernest Geers,
Hoboken.

Hoboken, 28 March 1942.

Chief Foreigners' Office.

Sir,

I had a chief engineer on leave here who only worked for 14 days at the Union. Something is wrong there, and the worker came home 2½ months too early.

I would like to ask you not to approve any leave at all, since the worker would otherwise be on the way and not working.

My son GEERS, Desiré, born 20 April 1914 in Anderlecht, residing in Antwerp, is my representative and visits the construction works in Wesseling every 14 days. He decides whether the workers may take leave and is there to regulate labor matters.

Please release those workers, who are to be released, only on his personal request.

I trust you will keep this in mind.

Respectfully yours,
Heil Hitler!
signed GEERS

Certified literal and correct copy of the above document:

Dr. Conrad BOETTCHER
Attorney.

Foreign Labor-allocation - Firm of A. GIRAUT, Paris.

1.) Firm of
A. GIRAUT
Administration and Accountancy

Paris - X.
160 Boulevard Magenta

11 May 1943 J/K/Kr. 18 May 1943

We have received your letter addressed to the undersigned, dated 11 May 1943, and inform you, that we established a special delousing station for the camps. This will make it possible to free the camps in a very short time of any vermin. You may be assured that everything is being done to get rid of vermin. We assume that you will be informed in the near future by your staff with regard to this matter.

At the same time we like to inform you that we would like to employ a few additional first-class turners, and then most of all unskilled laborers. We beg you to add those to your contract.

Heil Hitler!
Union Rheinische Braunkohlen Kraftstoff
Aktiengesellschaft
Signed: Dr. MUELLER v. BLUMENAU,
Dr. KIEPMAYER.

2.) A. GIRAUT, Paris

To the
Delegate for the Four-Year-Plan
of the Plenipotentiary General
for special Questions of
Chemical Production
Section I T 5

Berlin W 9
Saarlandstr. 128

Diary No. 131795/42 31 August 1942 J/K/Kr 4 September 1942
Dr. Schu/Br.

Commitment of various Belgian and French Firms.
We acknowledge the receipt of your letter, dated 31 August 1942 - received on 4 September 1942. We will list at once the necessary additional clauses and will forward them to your agencies in Brussels and Paris.

The literal and correct copy of the foregoing document is herewith certified.

Dr. Conrad BOETTCHER,
Attorney-at-Law.

We urgently request not to make changes with regard to the firm of DIDIER. This firm has been working on our building site already since February 1941. Each of the men knows the building site, is thoroughly acquainted with the job, and can be allocated singly, which is of the greatest value to us with regard to the present state of the construction. This applies to electricians exclusively, of whom we cannot spare a single man. We must point out, that another Cologne firm, which had put electricians at our disposal, has withdrawn a considerable number of workers so that we are now in the greatest difficulties. We have to do everything in our power to get more workers from the firm of DIDIER. We beg you to approve that the contract remains in force and this with the number agreed upon, i.e. about 20 men.

We also request that the agreement with the firm GIRAUT be continued. A conference which we had a short time ago with Herrn GIRAUT gave us hope that this firm will supply us in the near future with useful workers. In the meantime there are 40 men working again at the building site. Additional workers are scheduled to arrive each week. We beg you to approve as requested that the contract with the firm GIRAUT remain in force with the proposed strength of 100 workers. Copies of this letter have been forwarded to your agencies in Dusseldorf and Paris.

Hail Hitler!

Union Rheinische Braunkohlen Kraftstoff A.G.

signed: FISCHER/ signed: KNIEPMAYER

The literal and correct copy of the foregoing document is herewith certified.

Dr. Conrad BOETTCHER

Attorney-at-Law.

- 3.) The Delegate of the Plenipotentiary-General
for special Questions of Chemical Production
with the Wehrkreis Staff France Paris.

Paris, 20 March 1942

Address: Office
A.P.O. 04 855-GBQ.
Ref.: Dr.Es/Krao.

Firm

Union Rheinische Braunkohlen Kraftstoff A.G.

MESSELING / District-Cologne.

Subject: Contract with the Firm of Albert GIRAUT, Paris.

Herr GIRAUT submitted to the agency a contract made with you to which the agency gives its approval, despite certain objections.

Another firm had already been commissioned with the execution of your order, since it had the necessary labor at its disposal owing to the dissolution of another building site on 31 March 1942. On principle we state that it is expedient to consult the agency before such a contract is agreed upon, in order that such difficulties can be avoided in future. Herr GIRAUT had indeed informed us he was negotiating about a contract but he had been told already at that time that he could not sign a contract without the agency's consent.

We assume that you have forwarded the necessary copies of the contract for the approval of the RAK to the Section I T 5 of the "G.B.Chemie" in Berlin and we request you at the same time to forward a copy of this contract to us.

We would also refer here to the contract made with the firm Jean MEIER, Paris, for 135 workers. At the instigation of Section I T 5 of the Plenipotentiary-General for Special Questions concerning Chemical Production, in Berlin, this contract is to be changed according to the model form of the contract. The agency will undertake this change and will submit it to Herr MEIER for his signature. Herr MEIER has

The literal and correct copy of the foregoing document is herewith certified:

Dr. Conrad BOLTMAYER
Attorney-at-Law.

to overcome certain difficulties made by the French authorities in connection with the establishment of his firm which despite the intervention of the agency, cannot be settled as quickly as had been assured in the beginning. Whether he will be able to supply the workers in the shortest time possible, remains to be seen. The agency stresses the fact that this contract was made at your instigation. Should it transpire that the necessary skilled workers cannot be allocated within a certain period of time, another firm can be obtained from here.

Seal

GEBECKEN Paris.

signed: Dr. HANDBÖSER

4.)

Wesseling, 25 February 1942
J/E/Das.

FILE-NOTE

Subject: Employment of the French Firm of GIRAULT.

I discussed the firm of GIRAULT with the I.G. Leverkusen-Bonn MORSCH, Deputy in the absent of Dr. BACKSTEIN. Herr MORSCH stated, that the experiences which the I.G. made with the firm were, on the whole, quite good. In general the firm is sending roughly any desired number of workers. But it had emerged, that there are many workers amongst them, who cannot be allocated as skilled workers. Any workers falsely claimed to be socialists, The I.G. has made it the rule, that every foreigner, who has been allocated and hired as a socialist, will carry out a test-job, and it will then be decided on the basis of the test-job whether the man is of any use or not.

Ref.: Telephone-Call of Dr. HANDBÖSER and Dr. SCHULZ from Berlin.

Dr. HANDBÖSER stated, that the 135 workers of the firm of MEIER, Paris, would arrive in the near future. I spoke to him afterwards about the firm of GIRAULT. Dr. HANDBÖSER declared, that he had better firms available

The literal and correct copy of the foregoing document is herewith certified

Dr. Conrad BOYNTONER
Attorney-at-Law.

Dr.SCHEULZ stated subsequently, that our agreement with the firm of Z.GEERS, concerning the supply of 150 underground construction workers, had been approved. The approval (he stated) had been forwarded in the meantime also to Dr. von SCHEELING in Brussels.

Of the 470 workers whom we had requested altogether, we now got from the firm of MEIER 135 the firm of GEERS 150 285 "

so that there is still need for 185 workers.

This need will be covered by Dr.HANDLOSER in Paris.

Subsequently Dr.SCHEULZ requested, that a detailed list as to the profession of the 185 workers, who are to be hired, should be given to him.

Nosseeling, 27 February 1942.

J/E/Kr.

The literal and correct copy of the foregoing document is herewith certified.

Dr. Conrad BOETTCHER
Attorney-at-Law.

A. GIRAUT

Construction-Engineer

Offices:

15, Rue Andre-Dol-Sarte
Paris VIII

1 January 1943

Dr. KLEPMAYER

Union Kraftstoff

WESSELING

On the occasion of the new Year I would like to wish you all
the best for 1943.

I hope, that this New Year will see our continued good cooperation,
for which I shall work to the best of my ability.

Respectfully yours

Signature: GIRAUT.

Document Book IV KRAUCH
KRAUCH Document No. 525
KRAUCH Exhibit No.

The Plenipotentiary General
for Special Problems of the
Chemical Production.

Duesseldorf, 7 August 1941
Administrative Staff Economy
Alto-Garde-Ufer 2

The Plenipotentiary for the
Military District VI.

To the
Union Rheinische Braunkohle
Kraftstoff A.G.

Wesseling Bz. Koeln

Reference: Rates of Wages
Your letter of 1 August - Dictation: Z. G2 b/W/Mc

As already indicated to Herr Direktor Dr. MUELLER von BLUMENCRON, I regard your reply of 29 July to the Labor Allocation Department as lacking due consideration, because your Social Insurance Department, too, could hardly ignore the fact that the relative rate of wages applicable for the Belgian firms which lend labor (Leihfirmen) is not the local rate of your Construction Department, but the rate which is being paid by German assembly firms in your construction yards. Herr Dr. GECK himself attended the great meeting on 16 June, when this subject was discussed at considerable length. You also know that the subject of the relative rate of wages is one of the thorniest on which hinges the problem of contracting with the Belgian assembly firms on the base of the tolerant attitude of the Reich Ministry of Labor.

Document Book IV KRAUCH
KRAUCH Document No. 525
KR-AUCH Exhibit No.

(page 2 of original)

Will you please at once submit the applicable Berlin rates of wages which you were supposed to work out in conformity with my circulars of 2 and 23 May and 18 June.

Heil Hitler !

The Plenipotentiary for the Military District IV

signed: VEERHOFF
(VEERHOFF)

Handwritten annotation:

The request cabled to G. gave no indication whatever that the enquiry was connected with the assembly firms. I was not informed about the current negotiations.

As regards the other points, these are referred to J. for proper attention.

H 10 August 1941

Certified true and correct copy of the above document.

Nuremberg, 15 December 1947

signed: Dr. BOETTCHER
Attorney-at-Law

Document Book IV KRAUCH
KRAUCH Document No. 526
KRAUCH Exhibit No.

The District President
Administrative Staff Economy
for the Military Economy District VI b

Duesseldorf, 2 July 1942
Alte-Garde-Ufer 2
Telephone 363 21

The Plenipotentiary General
for Special Questions of the
Chemical Production
The Plenipotentiary for the
Military District VI

Messrs.
Union Rheinische Braunkohlen
Kraftstoff A.G.

Wesseling Bezirk Koeln

Subject: Remittances to the Belgian enterprises.

During my recent visit to Brussels Herr Dr. von SCHELLING again complained vividly about the fact that your remittances to the credit of the Belgian firms are still not arriving in Brussels on time and in the required amounts.

In order to settle the matter definitely and clearly the following arrangement was made with Herr Dr. von SCHELLING:

- 1.) On the 15th of every month you will remit an instalment to each firm. The amounts of these instalments will be enumerated in a list

Document Book IV KRAUCH
KRAUCH Document No. 526
KRAUCH Exhibit No.

(page 2 of original)

which will be sent on both to Herr Dr. von SCHELLING and my office.

- 2.) On the 30th of every month another remittance will be made resulting to the credit of each firm corresponding to the resulting balance/from the preceding month's settlement, viz. the total amount of the previous month less the instalment remitted on the 15th.

Will you please confirm that this procedure will be applied and adhered to in future.

By Order

Signature

- - - - -

Certified true and correct copy of the above document.

Nuernberg, 15 December 1947.

signed: Dr. BOETTCHER
Attorney-at-Law

Document Book IV KRAUCH
KRAUCH Document No. 527
KRAUCH Exhibit No.

The Plenipotentiary General for the
Four Year Plan
The Plenipotentiary General for Special Questions of the Chemical Production Berlin 9, 11 March 1942
Saarlandstrasse 128

File Mark Dr. Schu/Kr
Diary No. 37683/42

Reference: Your letter of 3 March 1942 File Mark J/K/Kr

Subject: Allocation of French fitters to firms.

Union Rheinische Braunkohlen Kraftstoff
Aktiengesellschaft

Messeling Bezirk Koeln
P.O.-B. 4

In accordance with your letter I have increased the order transmitted to Paris for allocation of 185 fitters to 235 fitters.

You will be notified as soon as the contract can be made.

By Order
signed: Ad. MUEHL.

Certified true and correct copy of above document.

Nuernberg, 15 December 1947

signed: Dr. BOETTCHER
Attorney-at-Law

Document Book IV KRAUCH
KRAUCH Document No. 528
KRAUCH Exhibit No.

Expiration of the Company Contracts.

Enterprise	till	period of contract extended in each case by	Time of notice if no notice has been given
SWANNET & FRANCOIS, Antwerpen	31 Aug 42	3 months	4 weeks prior to expiration
Unic, Brussels	ditto	ditto	ditto
Ernest GEERS, Antwerpen	"	"	"
Armand REY, Brussels	"	"	"
de WILDE & SELLERLAGS, Antwerpen	"	"	"
Leon HECQ, Brussels	"	"	"
Antwerpia, Martsel- Antwerpen	"	"	"
G. NYS, Antwerpen	"	"	"
A. GIRAUT, Paris	15 Sep 42	"	"
Jean MEIR, Paris	31 Aug 42	"	"
J.B. FEYTEN, Mecheln,	11 Nov 42	"	"
René DIDIER, Paris	30 Sep 42	"	"
Louis DAES, Boom	11 Nov 42	"	"

30 September 1942.

Signature

- - - - -

Certified true and correct copy of the above document.

Nuernberg, 15 December 1947

signed: Dr. BOETTCHER
Attorney-at-Law

Document Book IV KRAUCH
KRAUCH Doc. No. 529
Exhibit No.

The Delegate for the Four Year Plan 9 September 1942
The Plenipotentiary General
for Special Problems of the Chemical
Production.

Stamp:
I II III
..... 1942
.....

File No. 1 T5 Eu/XR.

Diary No. 138255/42

Reference:

Subject: Employment of French Factory Workers in Groups.

Union Rheinische Braunkohlen
Kraftstoff Aktiengesellschaft,
Niergelinc/District Koeln
Post Office Box 4

To bring about the employment of workers in groups it is not required that your company should have close business relations with French firms. Business relations with a French firm would merely facilitate the bringing about of an employment in groups.

In case there should be a need of factory workers which you cannot expect to be met from other sources in the near future, I request you to file a regular application with the competent labor office in which should be specified that allocation of the workers is to take place via GE-Chemie by means of the Group Allocation of foreign factory workers. Please send 3 copies of the application to my address. On the basis of these documents I shall then instruct my agency in Paris.

Document Book IV KRÄUCH
KRÄUCH Doc. No. 529
Exhibit No.

In stating wage scales I request you to exhaust all the possibilities provided for in the tariff regulations valid for your plant.

By order
signed signature

I certify that this is a literal and correct copy
of the above document.

Dusseldorf, 15 December 1947

signed Dr. BODATZER
Attorney-at-Law.

Document Book IV KRUCH
KRUCH Doc. No. 550
Exhibit No. *****

The Delegate for the Four Year Plan stamp:
The Plenipotentiary General for
Special Problems of the Chemical Production I II III
The Delegate in France
Received:
23 August 1943

Paris, 17 August 1943
6, Rue Irène Houssoye

Union Rheinische Braunkohlen Kraftstoff AG.,
Wesseling/District Kœln

Subject: Air raid damages suffered by staff members of
foreign firms.

Reference: Your letter dated 31 July 1943.

With reference to the above-mentioned subject matter
this agency informs you that, according to the competent
authorities here, foreign staff members, that is to say
in the case in question Frenchmen too, are to be treated
exactly like German workers. In cases of damage the
persons concerned have therefore to file applications for
compensation with their constant mayor's office according
to the German regulations; that office rules definitely
on the applications.

signed: signature

various signs and initials.

- - - - -

I certify that this is a literal and correct copy
of the above document.

Nürnberg, 15 December 1947.

signed Dr. BOETTCHER
Attorney-at-Law.

Document Book IV KRAUCH
KRAUCH Doc. No. 531
Exhibit No.

The Delegate of the Plenipotentiary General for Special Problems of the Chemical Production with the Central Agency in Belgium and Northern France. 2 December 1941

Stamp:

I II III

X

1 December 1941

File No. XII Brussels, 27 November 1941
Dr. v. Sch/Mr. 24, Avenue de l'Atomondre

H

to be filed

X

Union Rhénane de Brian-
kohlen Kraftstoff AG.

Casseling/near Kœln

Subject: Employment of Belgian workers (Belgiemontage).
Commitment of foreign firms in Germany.

Please take notice that no medical examinations will take place at the recruiting agencies in Belgium from 10 December 1941 through 3 January 1942.

No workers can be sent in march therefore during that period.

I request you to take official notice of this.

signed von SCHELLING
(Dr. von SCHELLING)

Stamp:
The Delegate of the Plenipotentiary General for Special Problems of the Chemical Production with the Military Commander for Belgium and Northern France, Brussels

- - - - -

I certify that this is a literal and correct copy of the above document.

Nürnberg, 15 December 1947.

signed Dr. BOETTCHER
Attorney-at-Law.

Document Book KRAUCH
KRAUCH-Document No. 532
Exhibit No.

The Delegate of the Plenipotentiary General
for special Problems of Chemical
Production at the Economic-armament Staff France

Paris, 10 December 1941

APO 05494

57

To the

Stamp:

Union Rheinische Braunkohlen-
Kraftstoff-Wirkungsgesellschaft
Book-keeping Department

I II III

18 Dec 1941

Dealt with: File:

Wesseling, District Cologne.

SUBJECT: French Workmen, and/or rendering of accounts for the
advances paid by the Delegate of the GB Chemistry of Paris
to the French Employers.

Attached please find copies of current accounts as per
8 December 1941.

To save time, the following general information is being
given out of how the Paris Office will proceed with the render-
ing of accounts so that each firm can gather from this letter
the essential points no matter what the balance of their accounts
is at the time being.

The Paris Office runs three separate accounts:

1) Advances Settlement - Account

Debit: Advances to the French Employers.

Credit: Transfers of the German firms through the
Deutsche Lander Bank, Berlin, in accordance
with their foreign exchange permits.

2) Expenses Settlement-Account

Debit: Travelling expenses of French workmen and
cases of clearing expenses.

Credit: as under 1)

3) Advance - Account

Debit: Advances paid out in Paris to members of German Firms.

Credit: Transfers of German firms to the Banque de Paris et des Pays-Bas Paris to the credit of Herr Alfred DIETRICH or Dr. W. HÄNDLÖSER, 12, rue La Boétie, IV floor, Paris.

As far as the advances settlement-accounts show a debit balance, it is requested to immediately transfer the respective amounts, after checking the copies of accounts, through the customary channels, i.e. the Deutsche Ländler Bank, Berlin, to the Office of the GB-Chemistry in Paris, plus an additional 4.016 %.

The supplement of 4.016 % is required because the French clearing house deducts 4 % from each transfer for clearing expenses. Since from the re-transfer of these 4 % another 4 % are deducted again, the Paris Office will receive in full the re-payment for their advances when an additional 4.016 % are transferred. Small differences in centimes resulting from some of those transfers are charged by the Paris Office to the expense-account. Attention is drawn to the fact that the Paris office credits only the net advance-amounts.

All amounts transferred by you to the Paris Office

up to now have been booked "net" in order to facilitate checking up with the bank. The clearing expenses accruing, as mentioned above, will be rendered in an extra column. Those amounts should also be paid at once in the above described manner plus an extra 4.016 %. Firms, who have a credit balance with the Paris Office, are requested notwithstanding to transfer those respective amounts and also the debit balances of the expense settlement-account - if any -, so as not to reduce their credit balances serving for further advances to the French employers, and on the other hand, to have a voucher for each of the amounts deducted here from the banking account.

The Paris Office charges 6 % interest on debit- and $\frac{1}{2}$ % interest on credit-balances, as of 31 December 1941.

With reference to the advances granted to the French employers the following changes are proposed:

Considering that the transfers from the German firms are disposable in Paris only after three weeks on the average, it is requested to increase them in the immediate future to such an extent that there are sufficient funds for paying out these advances. The French employers usually pay out the workmen's savings to their families every fortnight. For those payments, as well as for covering their expenses, they require the advances

paid out to them by the GB-Chemistry. The initiative for granting these advances shall in future be shifted as far as possible to the German firms, so that the advances granted by the Delegate of GB-Chemistry in Paris are paid from your own credit-account according to your general instructions. These amounts not to be kept higher, but be filled up in each case only to such an extent that they suffice to cover the next advances payment. Duplicate of the receipt from the French employer for advances paid by this Office will be transmitted to the German firm on the day of payment.

Furthermore it is requested not to make any more transfers in future to the credit of the French employers, unless a prior agreement has been reached with the Delegate of the GB-Chemistry in Paris. Moreover, it is necessary that in future the Paris Office is advised of every transfer by letter (not by telegram). If necessary a copy of the instructions to the Deutsche Landerbank will suffice.

It would be advisable if the German firms would supply their men sent to the Paris Office with sufficient foreign exchange before they leave, because it is a matter of experience that there are considerable difficulties in paying back such advances and that it is much easier to obtain the necessary foreign exchange permits before starting on the journey.

Document Book KRAUCH
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Exhibit No.

Kindly acknowledge receipt of this letter and
enclosures.

Enclosures:

1 copy of account
1 receipt

(signed): DIETRICH

Head of the Office

Stamp:

The Delegate of the Plenipotentiary General
for special problems of chemical production
at the Military Commander France, Paris.

- - - - -

Certified true copy of the above document:

Nuernberg, 15 December 1947

(signed): Dr. BOETTCHER
Attorney-at-Law.

Document Book KRAUCH
KRAUCH-Document No. 533
Exhibit No.

Postcheck Rekening 233.82
Handelsregister
Van Antwerpen 1172

Telefoon:
Bureau: 747.10
Magazijn: 735.28

CENTRALE VERWARMING

D E W I L D E & S E L L E S L A G S

Personenvennootschap met beperkte aansprakelijkheid

CENTRALE VERWARMING
DOOR STOOM
WARM WATER EN WARME LUCHT

ANTWERPEN, 7 June 1941
19-21, Admiral de Beisants-
raat

ADW/RB
Stoomleidingen
voor Nijverheidsinstellingen
Verluchtinginstellingen
Droogkamers

Koud- en warm water Bedoeling
Pompininstellingen
Gezondheidsinstellen

An die Firma
Union Rheinische Braunkohlen Kraftstoff A.G.
Gassoling.

Our chief fitter (engineer) DE KIMPE Jan has informed us that there was no work on Whit-Monday, 2 June, but that nevertheless, according to the announcement of the plant manager, workmen in Germany are paid for this day.

We request you to inform us as to the accuracy of this information, in order that we may take cognizance of this day when we complete our bill.

Respectfully

CENTRALE VERWARMING
DE WILDE & SELLESLAGS
P.V.B.A.
signed: signature
Bestuurder

Certified true and correct copy of the foregoing document.

Nuernberg, 15 December 1947

signed: Dr. BOETTCHER
Attorney-at-Law.

Messrs. Dispatched
18 June 1941

De Wildt & Solleslagh

A n t w o r p e n

19-21, Admiral de Boisaterraat

ADW/HB 7 June 1941 T2/Sp./Ha. 17 June 1941

Payment for the second Whitsun Holiday.

With reference to your letter of 7 June 1941 we inform you that it goes without saying, that your employees must also receive pay for this second Whitsun Holiday.

In return you receive from us as you know, a special percentage of the gross wages paid out by you to meet administrative and social insurance obligations, and from out of this fund these expenses are also covered for you.

Accordingly, payment on our part for the second Whitsun Holiday does not take place.

Holl Hitler 1

Union Rheinische Braunkohlen Kraftstoff
Aktiengesellschaft

Distribution:
Ø - Dipl. Ing. FELDHOFF

(signed) by order of:

Dr. NEUBAUER

4 - 5105

6 - T 2

Q = Circulation

Certified true and correct copy of the above document.

Nuremberg, 15 December 1947

(51 mm sq) Ref. BOETTCHER

Copy

I.G. Farbenindustrie Aktiengesellschaft
- Personnel Division -

Ludwigshafen on Rhine,

10 June 1942/Im.

SUBJECT: Allocation of Foreign Labor.

Our experiences with the allocation of foreign labor have shown us, that in part our employees are not sufficiently familiar with the peculiarities of the various nationalities, and that lack of skill in the treatment of the latter has led to re-migrations, which could have been avoided ---

Ludwigshafen on Rh., 8 June 1942/Im.

SUBJECT: Points of view in connection with the allocation of foreign workers.

2.) Civilian workers.

The foreign civilian workers have come to Germany as volunteer labor forces and want to be treated accordingly. They are to be assigned in the same manner as German workers of the same category. Thus, we can demand that they endeavour to do a good job of work and to achieve the same output for the same wage. We shall have to allow for a certain lower degree of efficiency

Document Book KRAUCH
KRAUCH-Document No. 534
Exhibit No.

resulting from language difficulties, unfamiliar working
sites and methods, especially in the first few weeks.

- - - - -

This is to certify, that this is a true and correct copy
of the above document,

Nuernberg, 15 December 1947

(signed): Dr. BOETTCHER
Attorney-at-Law.

Document Book IV
KRAUCH Document No. 535
Krauch Exhibit 16.....

The Delegate of the Plenipotentiary General for Special
Questions concerning the Chemical Production at the
Central Order Agency

in Belgium and Northern France. Brussels, 28 October 1943
File Number XII/vN/Kroe. 24, avenue de l'Astronomie
Stamps: -2 November 1943

To the

Union Rheinische Braunkohlen
Kraftstoff Aktiengesellschaft
WESSELING / District of Cologne

Subject: Commitment of the firm RECO, Brussels/Antwerp.

Here: Leave of the worker Jaak A. EIN.

To-day the Belgian employer submitted to me a certificate of the registrar's office in Antwerp, according to which the worker Jaak A. EIN, residing at Vakelarenplaats 6, Antwerp, is getting married on 30 November this year. The firm RECO requests, to grant this worker a leave from 14 to 28 November. The date of the 14 November has been chosen because the worker has to take care of several matters before his wedding. It must be noted that the future wife of the worker is already in the fifth month of pregnancy. If there is no special reason for not granting the above-mentioned worker

Document Book IV KRAUCH
KRAUCH Document No.535
KRAUCH Exhibit D.....

leave, I ask you to grant him this leave.

Seal Hitler!

by order, signed: v. BEUFVILLE
(von Beufville)

Stamp:

The Delegate of the Plenipotentiary
General for Special Questions concerning
Chemical Production
with the Military Commander for Belgium
and Northern France,
BRUSSELS

f RECQ

Certified literal and true copy of the above document.

Nuremberg, 20 December 1947

signed: Dr. BOETCHEL

Attorney-at-Law

Document Book IV KAUGH
KAUGH Document No. 635
KAUGH Exhibit No.....

The Delegate of the Plenipotentiary General for Special
Questions concerning the Chemical Production at the
Central Order Agency Stamp: 3 November 1943
in Belgium and Northern France Brussels, 29 October 1943
24, avenue de l'astronomie

File Number: XII/Lc/Kroo.

To the

Union Rheinische Braunkohlen
Kraftstoff Aktiengesellschaft
MESSING / District of Cologne.

Subject: Commitment of the firm A.R.E.G., Brussels.

Would you please grant a short leave to the worker Victor
De Hauyn, born on 25 January 1920, as soon as possible.
According to a doctor's certificate, which was checked by
the German Recruiting Office in Brussels (Deutsche Verbe-
stelle Brüssel), his wife, who is about to give birth to
a child, needs his support.

Seil Hitler!
by order: signed: v. NEUVILLE
(von Neuville)
(Stamp)

g HAWY

Certified literal and true copy of the above document.
Nuremberg, 20 December 1947,

signed: Dr. BOB TCAZB
Attorney-at-Law

Document Book IV KRAUCH
KRAUCH Document No.535
KRAUCH Exhibit .o.....

The Delegate of the Plenipotentiary General for
Special Questions concerning the Chemical Production at the
Central Order Agency Stamp: -8 January 1944
in Belgium and Northern France initials
XII Brussels, 3 January 1944
File Number: DrvSch/H.D. 54, Rue de Hamer.
Stamp: I II III
To the Initials
Union Rheinische Braunkohlen 7- January 1944
Kraftstoff Aktiengesellschaft Taken care of: Filed: C
MESSING / Cologne
Post Office Box 4

Subject: Commitment of the firm UNIC, proprietor A.PETRO,
Brussels, Rue de Faecel 3.

The brother of the worker Jean Baptiste VLYAETS, assigned
to your firm, died on 31 December 1943. The burial took place on
2 January 1944.

The family of the deceased asked that the brother working
at your firm be granted leave to go to Brussels for the purpose
of settling family and inheritance matters.

I herewith inform you of this matter and leave the decision
to you.

Seil bittet!

(Seal) signed: von SCHELLING

Goes on leave
on 16 January 1943

(Dr. von Schelling)

Certified literal and correct copy of the above document,
Eurnberg, 20 December 1947

Dr. BOETTCHER,
Attorney-at-Law

The Delegate of the Plenipotentiary General for Special
Questions concerning the Chemical Production at the:

Central Order Agency

Stamp: 28 January 1944

Initials

in Belgium and Northern France

Brussels, 24 January 1944

24, avenue de l'Astronomie

File number: XII/Kros.

Stamp: I II III

Initials

To the

....? January 1944

Taken care of:

Union Rheinische Braunkohlen

Kraftstoff Aktiengesellschaft

Personnel Office

WESSELING / District of Cologne

Subject: Commitment of the firm UNIC, Brussels

Boro: The worker Cesar LENNEIS, born on 17 March 1901.

A.R. Platoon? The above-mentioned worker, who is on leave boro for the
19/3 period from 16 January until 27 January 1944, at present is
being treated by the dentist and, in accordance with a certificate
of the confidential physician of the German Recruiting Office,
will get his new set of teeth six weeks from now. The worker
is now returning on time from his leave to your works, and I
therefore ask you to grant him a short leave six weeks from now,
so that the treatment of his teeth might be finished and he can
get his set of teeth.

Bail Hitler!

(Seal) by order: v. MONTVILLE
(von Montville)

UNIC

Certified literal and correct copy of the above document.

Nuremberg, 20 December 1947

Signed: Dr. BOETTCHER

Attorney-at-Law

Document Book IV K LAUCH
KLAUCH Document No.535
KLAUCH Exhibit No.....

The Delegate of the Plenipotentiary General for
Special Questions concerning the Chemical Production at the:

Central Order Agency
in Belgium and Northern France
File Number: XII/Krog-
Initials
30 January 1944
Brussels, 27 January 1944
24, avenue de l'Astronomie

Stamp: I II III
31 January 1944
Taken care of: Filed: C

Subject: The Belgian worker, Leon CONINCK, born on 8 February 1913.

Going on leave 20 February 1944 Noted.
Initials 2 February 1944

The wife of the above-mentioned worker, who is at present on leave here in Belgium, gave me a doctor's certificate according to which the worker will get a new set of teeth on 21 February 1944.

I therefore ask that the worker be granted a short leave on that date.

Boil Hitomi

Soul by order: signat: v.NEUFVILLE
(von Noufville)

Certified literal and true copy of the above document.

Burnaby, 20 December 1947

signed: DR. BOETTCHER

Attorney-at-Law.

COPY

Le Chauffage Central - De WILDE & SELLELAGS - Antwerpen

15 March 1944

Monsieur De. von SCHELLING
54, rue de Namur

Brussela

Sir,

Among our workers employed at U.K. Wesseling there are two, whose children will partake of Solemn Communion, on next 14th of May, and it is obvious that the fathers would like to participate in the celebration.

The following two workers are concerned:

MARTENS, Karol, who will soon be working three years at Wesseling.

He has three sons, 11, 12 and 13 years of age, respectively, who will partake of Solemn Communion on 14 May 1944. Since their mother is likewise working in Germany, these three children are in an institution.

The father would like to be there on leave from the 7th to 18th of next May, and during the week of 7 to 14 May he would be able to make all the preparations, such as buying clothes, etc...

GOSSELIN, Jozef, he has handed us a certificate from his parish priest, according to which the daughter of GOSSELIN likewise partakes of Solemn Communion on the 14th of next May.

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This worker asks to be allowed to go on leave the 11th or 12th of next May, in order to participate in the celebration.

We hope that you will be able to grant these leaves, and that you will ask the plant to send these two workers on leave on the dates requested.

Thanking you in advance, we remain, Yours very sincerely,

signed: (illegible)

The true and correct copy of the above document is herewith certified.

Nuremberg, 20 December 1947

signed: Dr. BOETTCHER
attorney-at-Law

24 March 1944 Initials

24 March 1944
The Delegate of the Plenipotentiary General Initials
for Social Questions concerning Chemical Production
with the Military Commander in Belgium and Northern France.

Brussels, 19 March 1944
vE-Kroo.
54, Rue de Namur

Tel 17 62 15

17 98 29	To the	Stamp:
11 45 14	Union Rheinische Braunkohlen Kraftstoff Aktiengesellschaft Personnel Office	I II III 24 March 1944 Taken care of: To be filed:
	WESSELING - District of Cologne	

Subject: Commitment of the firm De WILDE & SELLERSLAGS, Antwerp.

Here: Worker Karol Manteis,
Worker Jozef GOOSSELIN.

The Belgian employer writes as per enclosed copy:

I likewise attach the copy of my answer.

Please check whether the above-mentioned workers are punctual persons, who returned on time also from their former leaves. Should this be the case and the workers are entitled to leave in the coming weeks, I ask you to fix their leaves for such a date, that they can be at home on the day of the 1st Holy Communion of their children.

Please submit your report as soon as possible

Document Book IV KLAUKE
KLAUKE Document Book No.535
KLAUKE Exhibit No.....

so that I can inform the firm De WILDE & SELLESLAGS accordingly.

Boil Hitler!

(Seal) by order: signed: v. MAUVILLE
(von Maufville)

De WILDE & SELLESLAGS

Enclosure

Handwritten note: According to discussion G., on 15 March
leave will be permitted. Initial

Certified literal and correct copy of the above document.

Nurnberg, 30 December 1947

signed: Dr. BOETTCHER
Attorney-at-Law,

Document Book IV KRAUCH
KRAUCH Doc. No. 536
Exhibit No.

Wesseling, 2 November 1942.

J/K/E.

Pile Notation.

Subject: Payment of allowance of 50 and 60 Reich Marks
respectively to Belgian and French Workers.

On the occasion of my visit in Brussels on Friday,
30 October 1942, I was informed that these amounts are
paid as an allowance for clothing by the Administration
of Labor Allocation in Belgium from the Reich Funds for
Labor Allocation to such workers who are going to Germany
voluntarily for the first time. This allowance has nothing
to do with a prolongation for additional 6 months of the
contracts of such labor. The allowance will also not be
paid to such laborers as have already worked in Germany.
In spite of the remonstrations on the part of Dr. von
SCHELLING, the Administration of Labor Allocation in
Brussels has not agreed upon paying such 50 or 60 Reich
Marks respectively to such labor as are allocated to Germany
for the first time in the compass of the commitments of
firms. Dr. von SCHELLING thereupon has taken steps for
the contractors to pay such amounts and to debit the German
plants with them. As I already mentioned, those amounts
are not paid by the works which engages the workmen, but by

Document Book IV KRUCH
KRUCH Doc. No. 536
Exhibit No.

The Reich Funds for Labor Allocation, if it is a matter
of individual engagement.

(signed); signature.

This is a true and literal copy of the foregoing
document.

Nuremberg, 20 December 1947

(signed); Dr. BOETTCHER
Attorney-at-Law.

Document Book IV KRAUCH
KRAUCH Document No. 537
KRAUCH Exhibit No.....

19 December 1941

DEUTSCHE REVISIONS- UND TREUHAND-AGENGESELLSCHAFT
Wirtschaftsprüfungsgesellschaft
(German Association for Revisions and Trusteeship, Limited
Association for Economy Investigations)

DEPARTMENT FOR TRUSTEESHIP

BERLIN W 8, 16 December 1941

Our Reference:

5/H1 To

Union Rheinische Braunkohlen-Kraftstoff A.G.

Wesseling, near Cologne.

Subject: Re-imbursement of expenses incurred in the procurement of labor from Belgium and France in the commitment of firms.

In your interest, the Plenipotentiary General for Special Questions of Chemical Production acted as an intermediary for the procurement of Belgian or French, respectively, labor by way of the commitment of firms. We have been entrusted with the collection of costs incurred by this action. Computed on the basis of the number of working hours put in by the labor allocated, your share in the costs incurred up to 31 August 1941 will amount to

(notation): transferred
4 March 42
4,306.5d Reich Marks. Initials

You are requested to transfer this amount to our

Special Account of "Gebechem"

(Plenipotentiary General for Chemical Production)

Document Book IV KRAUCH
KRAUCH Document No. 537
KRAUCH Exhibit No.....

at the Reichs-Kredit-Gesellschaft A.G., Berlin W 8, and to notify us accordingly.

(handwritten):
G/G 2

Heil Hitler

German Association for Revisions and Trusteeship,
Ltd.

(Deutsche Revisions- und Treuhandgesellschaft
Aktiengesellschaft)

(signed): two names

Must we pay that?

Please return with your signature

to X 2, if necessary.

(signed): signature

To Herr Dr. KNIEPMAYER

As it is a matter of liabilities incurred incidental to the commitment of firms, please deal with the matter yourself.

19 December (signed): signature

.....

This is a true and literal copy of the foregoing document.

Nuremberg, 20 December 1947

(signed): Dr. BOETTCHER
Attorney-at-Law.

Document Book IV KRAUCH
KR/UCH Document No. 538
KR/UCH Exhibit No.

Plant

Supplementary Agreement

between

Union Rheinische Braunkohlen Kraftstoff A.G., Vesseling, district
of Cologne, on the one side, and

the firm of Leon HECQ, 503 Chaussée de Louvain, Bruxelles, on the
other side.

In supplement to the agreement concluded on 17 February 1942, the
following points are agreed upon in supplement to article 2, namely:

In adjustment to the actually prevailing conditions, the number
of laborers which must be made available by the firm of Leon HECQ,
Bruxelles, is fixed at

150 men.

For the rest, the conditions of the agreement will remain in force.

Bruxelles, 21 September 1942

Vesseling,

(Rubber Stamp) Leon HECQ, Cologne,
signed: Signature

A certified true and correct copy of the above document

, signed: Dr. BOETTCHER
Attorney-at-Law

Nuremberg, 20 December 1947

The Delegate of the Plenipotentiary General
for Chemistry

at the Central Agency

in Belgium and Northern France

Brussels, 11 October 1941
24, avenue de l'Astronomie.

File number: XII / Mr./

To the
Union Rheinische Braunkohlen Kraftstoff AG.

Wesseling / near Cologne

Subject: Personal injury Insurance. Your letter of 6 October 1941
Reference: J/E/Kr.

Thank you for forwarding to me a copy of the letter which you sent
to the firm of do "TLDE on 6 October. In the meantime, my Berlin
office discussed the problem of Personal Injury Insurance for
foreign workers with the Reich Labor Ministry. The results are as
follows:

- 1.) Each worker must be insured.
- 2.) Double payments must be prevented in any case.
- 3.) The present regulation will remain in force, whereby a worker,
who has already been insured, will remain insured in his home
country for six additional months.

- 4.) Workers who are not insured, may be insured either in their home country for a period of 6 months, or must be insured immediately where they begin their employment in Germany.

This practically results in the necessity of finding out which workers of the Belgian firm of contractors are regular members of their staff and are still under Belgian injury insurance contracts. All other workers who have only been enlisted by the Belgian firm of contractors for allocation in Germany, must be insured at once in Germany.

I shall order the various firms here to make respective investigations and shall ask then the different Belgian firms to advise you and the other German firms who of the Belgian workers have already been insured at home.

(stamp)

Heil Hitler!
signed: v. SCHELLING
(Dr. v. SCHELLING)

- - - - -

This is a certified true and correct copy of the foregoing document.

Nuernberg, 20 December 1947

signed: Dr. BOETTCHER
Attorney-at-Law

Document Book IV KRAUCH
KRAUCH Document No. 540
KRAUCH Exhibit No.

The Delegate of the Plenipotentiary General
for Special Questions on Chemical Production,

at the Central Agency

(stamp) 7 August 1943

in Belgium and Northern France

Bruxelles, 21 July 1943
24, avenue de l'astronomie.

File number: XII/IR/bn

To
Union Rheinische Braunkohlen Kraftstoff A.G.

Wesseling, District of Cologne

Subject: Employment of Belgian Firms.

(stamp) 7 August 1943

Various workers who have been engaged in connection with the employment of Belgian firms, approached me with the question of whether they are permitted to take their wives to Wesseling also.

As a matter of course, their employment would be impossible within the scope of the employment of the firms, but would have to be effected as an individual engagement. I would be very obliged to you for a communication from your part about whether, in what manner, for what kind of work, and at what wages women could be employed in your plant.

If an employment in your plant is out of the question, please let me know whether other plants in your neighborhood may perhaps offer a possibility for their employment.

Document Book IV KRAUCH
KRAUCH Document No. 540
KLAUCH Exhibit No.

The problem of accomodating the women would be an important one too, of course.

Adolf Hitler :

By order:

signed: von MÜFFVILLE

(stamp)

(A. von MÜFFVILLE)

- - - - -

This is a true and literal copy of the foregoing document.

Nuernberg, 20 December 1947

signed: Dr. BOETTCHER
Attorney-at-Law

Document Book IV KR.UCH
KR.UCH Document No. 541
KR.UCH Exhibit No.

The Delegate of the Plenipotentiary General for
Special Questions of Chemical Production,

at the
Central Agency in Belgium and Northern France.

- - - - -

C File number: XII/G.

Bruxelles, 11 May 1944
54, Rue de Namur

To the
firm of L. HECQ,
Anvers
Stanleystr. 34

(stamp) I II III
22 May 1944
finished file

Subject: Extensions of Leave, arranged by my office.
Your employment with U.R.B.K. Messing.

C I herewith advise you that the worker Pieter Van der Auwera, born on 15 April 1913, who is on leave in Belgium until 3 May 1944, in accordance with his permit of leave, has been granted an extension of his leave by my office until 15 May 1944, after I have arrived at the conviction, on the basis of the data which have been submitted to me, that the extension of his leave is necessary.

The German plant was advised directly by forwarding them a copy of this letter.

Yours very sincerely

Document Book IV KRAUCH
KRAUCH Document No. 541
KRAUCH Exhibit No.

(stamp)

By order

signed: facsimile: von NEUFVILLE
(von NEUFVILLE)

(stamp)
Entered in index card.
Initials.

- - - - -

This is a true and literal copy of the foregoing document.

Nuernberg, 20 December 1947

signed: Dr. BORSTCHER
Attorney-at-Law

Document Book IV KRAUCH
KRAUCH-Document No. 542
KRAUCH-Exhibit No.....

The Delegate of the Plenipotentiary for
Special Problems in the field of Chemical Production
with the Military Commander in Belgium and
Northern France

Brussels, 7 March 1944
54, Rue de Namur

Tel. No. 17 62 15	To the	Stamp:
17 98 29	Union Rheinische Braunkohlen	I II III
	Kraftstoff Aktiengesellschaft	10 March 1944 Init.
11 45 14	attention: Herr Dr. KNIEPMAYER	settled:
	WESSELING - District Cologne	to the files: R
		10 March

Subject: Assignment of the firm A. REMY, Brussels

Re: Laborer Prosper de DECKER, born 20 July 1899
Jean JOAEDENS, born 23 February 1902

The two above named laborers who were on leave from 25 February until 9 March 1944 appeared today in my office and requested to be transferred to another German plant to which the firm REMY will again be assigned. As a reason for this request they stated that the food in Wesseling was not sufficient; the laborers state that they are not getting their meat-, sugar- and potato-rations to which they are entitled.

I told the laborers that I could not transfer them to another German construction firm, but promised them to get in touch with you directly with regard to the food problem.

Document Book IV KRAUCH
KRAUCH Document No. 542
KRAUCH Exhibit No.

In this connection the laborers expressed a wish to secure their own food in the same way as a part of the laborers working for you are allegedly doing now.

From here it is not possible for me to check whether the complaints of the laborers are justified. I am asking you therefore to investigate the matter and, if necessary, to see that abuses are remedied.

As per notification sent to you separately the laborer JORDAN has received an 8 days' extension of his leave, the laborer Dr. DECKER had to resume work at the fixed date.

Your short communication on the clarification of the matter will be appreciated.

P received,

Heil Hitler!

(Seal) by order signed: v. HEUWILLER
(v.vn HEUWILLER)

/ Remy

- - - - -

I certify that this is a verbal and correct copy of the above document.

Nuremberg, 20 December 1947

signed: Dr. BOETTCHER
attorney-at-Law

Document Book IV ERaUCH
ERaUCH Document No. 543
ERaUCH Exhibit No.....

The Delegate of the Plenipotentiary for Special Problems
in the field of Chemical Production at the:

Central Order Allocation Office
(Zentral-Auftragsstelle)
in Belgium and Northern France

18 December 1943
Initials

File No. XIII/vH/Krae.

Brussels, 9 December 1943
24, avenue de l'Astronomie

To the
Union Rheinische Braunkohlen
Aktionsgesellschaft
WESSELING / District Cologne

Stamp:
I II III
17 December 1943
settled: to the files:
2 initials

Subject: Assignment of the firm A. REMY in Brussels.
Re: Laborer Hendrik MOLANDTS.

By my letter of 9 November I asked you to re-employ the above
laborer at your building plant as per contract and to apply
to the Labor Office for his release from the firm
Heinrich BACHMARSCHULTE O.H., Holzbu-Doret, Muelheim on the
Ruhr. I am learning now that the laborer, after his arrival
in Wesseling, was again directed by the Labor Office to the
construction yard Evangelisches Krankenhaus (Protestant
hospital) in Muelheim on the Ruhr, construction troop.

I request you to get in touch with the Labor Office immediately,
producing this letter and asking them to see to it that the
laborer who is allocated to the firm of REMY

Document Book IV KRAUCH
KRAUCH Document No. 543
KRAUCH Exhibit No.

is returned immediately to his lawful place of employment.
Under no circumstances can I permit that laborers who through
the intervention of my office are to be assigned to plants of
the chemical production plan by owners of Belgian firms, are,
without previous consultation with my office, assigned to
other jobs by the labor office.

I am looking forward to your report by return mail as to how this matter was settled.

Heil Hitler!

Office Staff

by order signed: v. NEUFVILLE
(von NEUFVILLE)

©/Romy

Handwritten note:
Copies of the letters to von SCHILLING.
X 28/XII

I certify that this is a verbal and correct copy of the above document.

Munich, 20 December 1947

signed: Dr. BOETTCHER
attorney-at-law

The Delegate of the Plenipotentiary General for
special questions of the chemical production at the:

Central Agency stamp: 13 November 1943
initials
in Belgium and Northern France
Az.: LI/VI/Kros. Brussels, 8 November 1943
24, avenue de l'Astronomie

To the Rubberstamp:

Union Rheinisches Braunkohlen
Kraftstoff Aktiengesellschaft Initials
Received: 12 November 1943
Work done: G to be filed

WESSELING/District Cologne

Subject: Commitment of the E.N.A.Y Co., Brussels.

Here: Laborer Hendrik KORNANDTS.

The above-named laborer was assigned to you until 17 July of
this year by the firm of E.N.A.Y.

According to the statements made by him at my office to-day,
he claims to have been loaned afterwards to the firm of A.WACH-
SARSCHULTE O.H., Dorsten, Westphalia. He worked there from the
17 July on, to wit on the building site of the Evangelical
hospital in Wesseling/Zuhr, building group, and is at present,
with the approval of this latter firm, on home leave. He requests
my intervention in order to be allowed to work again for his former
Belgian employer in Wesseling, since under no circumstances does
he want to return to Dorsten again.

I do not understand how a laborer assigned by the E.N.A.Y Co.

was given to another German firm and is no longer taken care of by the Belgian firm, nor by you, respectively. At the request of the laborer I legalized his leave papers for the return to Wesseling and I request to have him employed again in your plant.

The laborer still has his baggage in Dorsten. It will therefore be necessary to grant him short leave to go to Dorsten to get his baggage and to settle accounts with this firm.

I request you aid and support, so that this affair be settled as quickly as possible and the laborer can return to his original place of work.

Seil Hitler!

(seal) By order: (Signature) v. HEUFVILLE

Handwritten:

(von Heufville)

G/O c 2 a

E 13/11

The literal and correct copy of above document is certified by
Muernberg, 20 December 1947

Signed: Dr. BOETTGER

Attorney-at-Law.

Firm

ZACHRASCHULTE

Building site Dahlheim/ bei W.-Gladbach

C2a/Cp/Mac. 5 January 1944

Belgian laborer BOELAEGE, Bendrik.

The above-named Belgian laborer is a member of the staff of the HECKY firm, Brussels and is to be assigned by the office of the Plenipotentiary General for Chemistry only in plants of the Chemical Production Plan.

Upon instigation of the office of the Plenipotentiary General for Chemistry and in agreement with building group SPWII, Ratingen, which contacted your home company in Dorsten, BELAEGE must immediately return to his original place of work at our local building site. We therefore request to release BELAEGE immediately so that he can start on his trip here with the head mechanic of his firm who will call on you. We request to send us here any possible remaining wages and papers.

Boil Hitler!
Union Rheinische Braunkohlen Kraftstoff
Aktiengesellschaft
Division staff
Labor office/affairs dealing with foreigners.

The literal and correct copy of above document is certified by
Nurnberg, 29 December 1947

Signed: Dr. BOETZEL
attorney-at-Law.

Document Book IV KRAUCH
KRAUCH-Document No. 545
Exhibit-No.

Employers' professional liability
insurance association (Berufsgenossenschaft)

Chemical Industry

Berlin-Wilmersdorf 1

Johannistburgerstr. 38/39

G2a/Cp/Wi 23 October 1943

Belgian Worker Haesevoets, Ferdinand,
born 6 March 1906

Through the firm Remy the Belgian worker Ferdinand
HAESEVOETS has been employed at our building plant
since 18 March 1942. He suddenly died on 25 August of
this year without there being any external cause - e.g.
an accident, while he was at work.

His wife now applies to us for a pension, which
application we forward to you, inclosing the birth certificate,
marriage and death certificates as well as the
birth certificates of his 4 children.

Heil Hitler!

Union Rheinische Braunkohlen Kraftstoff
Aktiengesellschaft

- - -
to mail on 7 Dec

To the
Delegates for the Four Year Plan
the Plenipotentiary General for

Special Problems *

Document Book IV KRAUCH
KRAUCH-Document No. 545
Exhibit-No.,

Special Problems of Chemical Production
APO (Feldpost) No. 075 15 A. V.

XII/vN/Kroe 24 November 1943 G2a/Cp/Wi 4 December 1943

Assignment of Firm Remy

In reply to your letter of 24 November 1943 we inform you that on 23 October 1943 we have written to the Employers' professional liability insurance association (Berufsgenossenschaft) in Berlin regarding the deceased worker H.AESVOETS Ferdinand, as of attached copy. The association has forwarded the case under the file number H 1716/43 P/Ha to Section IV, Cologne-Riehl, Kuhweg 20.

In the same matter we also had two telephone conversations with that office, as certain inquiries were necessary regarding the interment, etc.

Besides, we do not understand how the widow of H. can be in great need. At the end of September 1943 a voluntary collection has been made here amongst the workers of the Firm Remy, which yielded more than RM 600. -- We procured a special transfer for this sum, so that the amount could be paid to Mrs. HAESEVOETS by the Firm Remy in October.

In order to expedite the application for pension, it would be advisable

Document Book IV KR.UCH
KR.UCH-Document-No. 545
Exhibit-No. ...

that you apply by letter to the employers' professional liability association.

Heil Hitler!

Union Rheinische Braunkohlen Kraftstoff
Aktiengesellschaft Initials

Enclosure

DR. KNIEPIEYER

signed ppa.
Dr. GECK

The correct and true copy of above document is certified by:-

Nuremberg, 29 December 1947

signed Dr. BOETTCHER
Attorney-at-Law.

Document Book IV KRAUCH
KRAUCH-Document No. 545
Exhibit No. ...

The Delegate of the Plenipotentiary General
for Special Questions of Chemical Production with:

Central Commissions Agency Stamp: 3 Dec 1943
(Zentral-Auftragstelle) Initials

in Belgium and Northern France Brussels, 24 November 1943
24, avenue de l'Astronomie
File No. XII/vN/Kroe.

To the Stamp
I II III
Initials
Received: 2 Dec 1943
Union Rheinische Braunkohlen Dealt with: o Filed:
Kraftstoff Aktiengesellschaft
Urgent!
Wesseling /Distr. Cologne.

SUBJECT: Assignment of Firm A. Remy, Brussels.
Here: Worker Ferdinand HEEVOETS.

With letter of 4 October 1943 I requested you to make an application for a pension for the widow of the above-mentioned worker, deceased in your service, with the employers' professional liability association of the Chemical Industry in Berlin-Wilmersdorf 1, Johannisburgerstr. 38/39. I request immediate information as to when your application went to Berlin and also a copy of the application if possible. The widow of the deceased worker has not received any information so far and is in great need. I will then write directly to Berlin once more on my part, referring to your application.

G Remy (Seal) Heil Hitler!
by order signed
v. NEUFVILLE
(von NEUFVILLE)

Document Book IV KRAUCH
KRNUCH-Document-No. 545
Exhibit-No.

The correct and true copy of the above document is
certified by

Nuernberg, 20 December 1947

signed Dr. BOETTCHER
Attorney-at-Law.

The Delegate of the Plenipotentiary General
for Special Questions of Chemical Production with:

Central Commissions Agency Stamp: 2 Dec 1943
(Zentral-Auftragatelle) Initials
in Belgium and Northern France Brussels, 16 Nov 1943
24, avenue de l'Astronomie

File No.: XII/vN/Kroe.

(Handwritten note): Not yet returned

To Stamp:
Union Rheinische Braunkohlen I II III G2/G2a
Kraftstoff Aktiengesellschaft Received: 30 Nov 1943
W e s s o l i n g /Distr. Cologne Dealt with: C
----- H A 30 Nov

SUBJECT: Assignment of Firm Unic, Brussels.

Heret: Worker Georges ROGGE, born 23 June 1920

The above-mentioned worker, through the firm Unic,
has been employed as a mechanic with a wage of RM 0.90
per hour. He has been working also with you as a mechanic
and in between, at the end of a furlough, went to Bitter-
feld and Blechhammer for the firm Couot. Upon my inter-
vention ROGGE returned to your plant, where he is now
employed since the beginning of July. Today he visited
me in my office and complained that, from the first day
of his return, he has no longer been employed as a mechanic,
but as a ground worker, and this with a wage of RM 0,70
per hour.

Document Book IV KRAUCH
KRAUCH-Document-No. 546
Exhibit-No. *****

Request that you examine for what reason this has been done and, if possible, request that the worker be at once employed again as a mechanic in your factory. He will return from here to Wesseling on the 18th of this month. I would appreciate it if he could be transferred back to his original working place and with the hourly wages formerly paid to him, immediately upon his return.

Reil Hitler!

✓ Union (Seal) by order signed v. NEUFVILLE
(von NEUFVILLE)

Illegible handwritten remark

The true and correct copy of the above document is herewith certified by:

Nuremberg, 20 December 1947

signed Dr. BOETTCHER
Attorney-at-Law

III/J

Initial: N

M e m o r a n d a

to be kept on File.

Wesseling, 22 October 1942
J/K/Kr

Subj.: Commitment of foreign firms - the paying of premiums to those workers who voluntarily extend their six months contract for a further period of six months.

In addition to our letter of 17 inst. addressed to GEHE-
CHEMA Dusseldorf explaining the situation, we have now
(Marginal note)
learned that the firm of Unic has already instructed their
to be resubmit- chief mechanics to pay a bonus of RM 60.- to those wor-
ters who are extending their contract voluntarily for a
30/10/42 further period of six months. The French firm of MEILLER
E 23/10

will, in the same manner as practised by the labor recruit-
ment office in Paris, pay a bonus of RM 50.- to each wor-
ker extending his six months contract for a further cor-
responding period.

I therefore spoke to Dr. TROELSCH, Dusseldorf, on 21 Oc-
tober 1942 who discussed the matter with Berlin and who
telephoned me the same day stating the following:

(Page 90 of the original)

The GEHECHEMA Berlin know that the German labor recruit-
ment offices in Belgium pay RM. 60.- and those in France
pay RM. 50,- premium money for each new labor recruit.
Therefore we can't very well do otherwise than permitting
foreign firms to authorize payments of RM. 60.- or RM. 50.-

resp. to each new recruit or for the voluntary extension of a six months contract. Dr. THOMAS then stated that he would instruct the respective German firms in his Wehrkreis VI to act accordingly, unless he had immediate instructions from Berlin to act otherwise. No such instructions have arrived until this day. All the same it would be commendable for the time being to wait and see what turn matters are going to take.

sgd. KNIEHMEYER

22/10

Certified true copy of the original
Nuernberg, 20 December 1947.

Dr. BOETTCHER
Attorney-at-law

Doc. Book IV KRAUCH
KRAUCH Doc. No. 547
Exh. No.

I, II, III, G, J,

Initial K

29 Oct 1942

Dr. TROELSCH states per telephone that the Trustee for labor has agreed to the payment of RM. 50.- to French workers and to the payment of RM. 60. - to Belgian workers provided they extend their contract. Payment, however, is to be effected only at the end of the new six month period, i.e., the period in excess of the original six month period. Details concerning the execution of this task are to be discussed with Dr. GEHLING.

Initialled: M.B.

Certified true copy of original

Nuremberg, 20 Dec 1947

Dr. BOETTCHER
Attorney-at-law

Document Book IV KRAUTII
P.D.A.C.T. Document No. 548
KRAUCH Exhibit No.....

To the

Mailed on 24 February 1942

Delegate for the Four Year Plan
Plenipotentiary General for Special Questions
of the Chemical Production
Section I T, c/o Dr. SCHAB

Berlin W. 9
Sarlandstrasse 125

I T5 Dr. Sch./KJ 9 February 1942 J/E/Kr 24 February 1942
Diary No. 21640/42

Commitment of Foreign Firms; Your circular letter dated
----- 9 February 1942 ----- +-----

In cooperation with your delegate in Brussels, Dr. von
SCHILLING, we have negotiated with the firms employed by us,
namely

Armand REMY, Brussels,
Leon HEDQ, Brussels,
Eric, A. PWTIQ, proprietor, Brussels,
De WILDE & SELLERAGE, Antwerpen,
Antwerpia L. ROELANTS, Antwerpen,
G. NVS, Antwerp.

for conversion of the contracts. All of them have agreed to
the new contract terms. The contracts have been submitted to the
firms for signature. This completed we shall send 3 copies of
each new contract to your address.

Document Book IV KRAUCH
KRAUCH Document No. 548
KRAUCH Exhibit No.

The conversion of the old contracts will be completed on 16 March 1942 at the latest. Without prejudice to this fact, however, all new workers employed by us, by way of the firms committed, since the 10th of November 1941 are being treated on the basis of the new terms.

The contracts are six months-standard-contracts and will be automatically prolonged for another 3 months if they are not cancelled after 6 months. All contracts will begin on 1 March 1942 so that they will end simultaneously on 31 August 1942.

- 2 -

(page 2 of original)

24 February 1942 to the Plenipotentiary General for Special Questions of the Chemical Production, Dr. SCHaab, Berlin.

We request you to gather from the contracts, which we shall forward to you - as already mentioned - after their having been signed by the firms, to what kind of workers conversion of the contracts applies.

Another contract for the allocation of 150 underground construction workers and 1 pit-overseer was signed with the firm of E. GEERGS, Antwerpen-Hoboken. This contract already contains the new terms, was signed for a period of 6 months and likewise ends on 31 August 1942. This contract will be forwarded to you separately.

Document Book IV KRAUCH
KRAUCH Document No. 548
KRAUCH Exhibit No.

Heil Hitler!

Union Rheinische Braunkohlen Kraftstoff A.G.

signed Dr. MUELLER von BLUMENCRON

signed acting for Dr. KNIEPMAYER

* * * * *

I certify that this is a literal and correct copy of the
above document.

Nuernberg, 20 December 1947

signed Dr. BOETTCHER,

Attorney-at-law

Document Book IV KRAUCH
KRAUCH Document No. 549
KRAUCH Exhibit No.....

URGENT Berlin W 9, 9 February 1942

Saarlandstrasse 128

Delegate for the Four Year Plan Telephone: 12 00 48

Teletype: K 1 - 113

The Plenipotentiary General Telegram Address: Gebecham

for Special Questions of the Chemical Production

handwritten:
Conversion of contracts

File No. I T5 Dr. Sch/KJ. To Union Rhein-Braunkohlen Kraftstoff
A.G.

Diary No. 21640/42 (stamp)

Wesseling near Koeln

Reference:

Subject: Commitment of foreign firms

With reference to circular letter No. 179/64/41, dated 17 December 1941 in which the new directives for the commitment of foreign firms for the chemical production plan were made known, this agency requests that the following measures should be taken immediately:

1. The exact date of termination of each contract is to be established.
2. Contracts extending beyond the 31 March 1942 have to be cancelled immediately as of that date for conversion.
3. At all events/delegates in Paris and Brussels have to be called in for making the conversion of the contracts.
For this purpose the exact date of termination and the fact of the cancellation as of the 31 March 1942 has to be communicated immediately. At the same time you are required to state for what kind of workers

Document Book IV KRAUCH
KRAUCH Document No. 549
KRAUCH Exhibit No.....

and for what duration the conversion on the new basis of the contract shall be made. Particularly speedy action is required in the case of contracts which expire before the 31st of March, at which time, however, the continued employment of the respective workers is desired.

4. A copy of the notification concerning 3. has to be sent to my Section I T, c/o Dr. SCHaab.

My delegates in Brussels and Paris will get in contact with the French and/or Belgian employers and, if necessary, request one of your men to participate in the negotiations for conversion.

It is requested that you give your special attention to this problem of converting the contracts. In view of the present situation in the sphere of labor allocation it must under all circumstances be avoided that foreign labor is being drawn off.

By order

signed: signature

I certify that this is a literal and correct copy of the above document.

Nuernberg, 20 December 1947

signed Dr. BOETTCHER

Attorney - at - law

Document Book IV KRUGER
KRUGER Doc. No. 551
Exhibit No.

The Delegate of the Plenipotentiary Stamp:
for Special Problems of Chemical Pro-
duction at the Central Office for
Allocation of Contracts in Belgium and
Northern France.

I II III
-6 Dec 1941

File No. XII, Dr. v. Sch/Mr.

Brussels, 4 December 1941
24, Avenue de l'astronomie, 24

(handwritten notation)

The specification is not suitable
for us.

to the files: Assignment of
Employers generally.

(signed): R

To all

German Plants
and Belgium Employers

To the

Union Rheinische Braunkohlen Kraftstoff T.G.

Messelung / Cologne

Subject: Maintenance- and/or Building contracts executed
by Belgians; Rendering of accounts.

Enclosed you are handed a specimen of a statement of
accounts in connection with employers' assignment for
Belgian maintenance- and building columns working at
your place.

As this specification seems to be particularly clear
and simple, I suggest you to contact your contract -
partners, with a view to making up all future accounts
uniformly in this manner.

Stamp. (signed) v. SCHELLING
(Dr. v. SCHELLING)

- - - - -

Certified true copy of the above document.

Nuremberg, 15 December 1947

(signed): Dr. BOETZCHER

Attorney-at-Law.

Document Book IV KR MUGH
KR MUGH Doc. No. 551
Exhibit No.

The Delegate of the Plenipotentiary
for Special Problems of the Chemical
Production with the Military Commander
of Belgium and Northern France in Brussels.

Accounts with the Firm:

Conse- cutive Numbers	Second and First Names	Working hours completed			
		Normal:	Extra:	Sundays:	Total:
1	2	3	4	5	6
1	BOEL, Willy	161	Travelling hours 24,5	24	209,5
2	DESIERT, Gustave	161	Travelling hours 24,5	16	201,5
3	LAMMENS, Joseph	161	Travelling hours 20	16	197
4	DE ROY, Jean	17	Travelling hours 2	--	19
5	SMISSAERT, Louis	17	Travelling hours 2	--	19
etc.		517	73	56	646

....., date:194..

.....
(signature)

Certified true copy of above document.

Wernberg, 15 December 1947

(signed): Dr. BOETICHER
Attorney-at-Law.

Document Book IV KRNUCH
KRNUCH Doc. No. 551
Exhibit No.

Specimen of a monthly account for Belgian Maintenance
Columns

(Name of the Belgian firm of
employers Place and street)

Line of Wages	Total Wages	Additional payments for extra work		Sunday work		(Aus- Loe- sung) Family allo- wance	Grand Total
		per hour	amount	per hour	amount		
7	8-(6 x 7)	9	10 (4x9)	11	12 (5x11)	13	14 (8, 10,1,2, 13)
1.20	9.60						
1.30	377.10	-.45	11.03	-.90	21.60	31.---	503.33
1.20	9.60						
1.70	342.55	-.42½	10.41	-.85	13.60	34.---	460.16
1.20	9.60						
1.70	334.90	-.42½	9.50	-.85	13.60	34.---	450.60
1.20	9.60						
1.60	30.40	-.40	-.80	-.--	-.--	10.50	51.30
1.20	9.60						
1.60	30.40	-.40	-.80	-.--	-.--	10.50	51.30
		48.---					
	1115.35	—	31.54	—	48.80	273.—	1516.69

Employers' share to be added:

Certified copy of the above document.

Nurnberg, 15 December 1947

(signed) Dr. BOETZCHER
Attorney-at-Law.

Document Book IV KRUCH
 KRUCH Doc. No. 551
 Exhibit No.

Monthly account: 1944.

Deductions for outlays							Total	Amount to be refunded
1) Taxes Tax Insurance 2) Citi- zons Tax	Health Insu- rance	Reich Funds	Old Age Pen- sion	Tradi- tion Asso- ciation	Board and Lod- ging	Advan- ces Paid		
15	16	17	18	19	20	21	22 (15-21)	23 (14/22)
47.15					6.50			
2.83	8.69	8.48	5.40	--	6.--	88.--	173.35	
--					6.50			
--.21	6.69	6.54	5.40		6.--	84.--	115.34	
10.70					6.50			
2.09	6.54	6.40	5.40		6.--	84.--	127.63	
--.60					6.--			
--.15	--.85	--.84	--.75		--.75	--.75	5.94	
2.75					--.75			
--.26	--.85	--.84	--.75		--.75	--.75	5.90	
51.20								
5.54	23.62	23.10	17.70	--	39.--	256.--	426.16	
--	11.81	23.10	17.70	9.12	--	--	51.73	-
							364.43	1151.76
*/ advance paid as per our letter of....							500.-	
Balance for payment in 1944.							651.76	

Certified true copy of the above document.

Nuremberg, 15 December 1947

(Signed): Dr. BOETTCHER
 Attorney-at-Law

Document Book IV KRISCH

CERTIFICATE OF TRANSLATION

15 January 1943

We, hereby certify that we are duly appointed translators
of the German and English languages and that the above is
a true and correct translation of the document book IV KRISCH

Gerd FISCHER, Civ. No. 17 397
Cover, Index

Kurt SCHLEUER, Civ. No. 35 299
pages 1 - 10

Friederic L. PERL, Civ. No. 3-397 943
pages 11, 50 - 53, 60 - 61

Hildegard L. FETTER, Civ. No. 17 415
pages 12, 82 - 88

Alfred OBERSENDER, Civ. No. 20 192
pages 13 - 14, 35 - 40, 97 - 100

Ursula RUDMIN, Civ. No. 20 130
pages 15 - 18, 89 - 91

Hans Marie BIEBER, Civ. No. 3-397 989
pages 19 - 28

Hans NICHENHAUSER, Civ. No. 20 113
pages 19 - 28

Paul GITTEN, Civ. No. 45 672
pages 29 - 34

Dr. Siegfried THÜBER, Civ. No. 1-143 415
pages 41 - 44, 75 - 78

Paul L. GROFF, Civ. No. B-397 975
pages 45-49, 51-59, 62-67, 79-81, 92-96

Private C. FREDERIK, Civ. No. 444 990
pages 68 - 74

Case 6
Defense

TRIBUNAL VI
CASE VI

DOCUMENT BOOK V

for
Prof. Dr. Carl KRAUCH

Submitted by
the Defense Counsel
Dr. Conrad BOETTCHER
Attorney at Law

Deny



Table of Contents to Document Book V.

for Prof. Dr. Carl KRAUKE, Case VI

Doc. No.	Exh. No.	Contents	Page
553		Letter by the Plenipotentiary Général for the Chemical Industry, Brussels, dated 29 May 1941, to the Union Rhein. Braunkohlen Kraftstoff Industrie (United Rhenish Lignite Power Fuel Industry), Wesseling, concerning taxation- and social insurance matters pertaining to the construction workers supplied by Belgian firms.	1 - 4
555		Remy letter to the Union Rhein. Braunkohlen Kraftstoff Industrie Wesseling, dated 7 June 1943. Request is made to allocate footwear for the foreign workers employed by the Union Rhein. Braunkohlen Kraftstoff Industrie.	5 - 6
554		Correspondence by the Union Rhein. Braunkohlen Kraftstoff Industrie Wesseling concerning taxation- social insurance- and foreign currency problems of foreign firms and their voluntary workers.	7 - 33
555		Contracts of the Union Rhein. Braunkohlen Kraftstoff Industrie Wesseling with the firm of A. Remy, Brussels, relating to the employment of voluntary workers in Germany (so-called assignment by the firms (Firmen- einsatz)), as well as correspondence of the Union Rhein. Braunkohlen Kraftstoff Industrie, concerning such contracts.	34 - 59
556		Weekly food ration card for foreign civilian workers.	60
557		Correspondence of French firms concerning the employment of volunteer foreign firms at Auschwitz, Heydebreck/Upper Silesia, and Oderberg/Mark.	61 - 67
550		Excerpt from the "Noue Zeitung" of 3 November 1947. "France recruits Germans". "Paris-- T is week the Quai d'Orsay considers the problems of recruiting labor in Germany as particularly important."	68 - 70

Document Book V Krauth
Doc.Nr. 555

Wesel, 6 August 1941

Armand Levy

Union Rheinische Braunkohlen
Kraftstoff Aktiengesellschaft
signed: signature
signed:signature.

This is to certify that the above is a literal and
true copy of the original document.

Nuernberg, 29 December 1947

signed: Dr. Bootzsch
Attorney at Law.

DOCUMENT BOOK V KRAUKE
DOCUMENT No. 552

GENERAL ALLOCATIONS OFFICE
in Belgium and Northern France
Department of the Plenipotentiary General for the Chemical Industry

Brussels, 29 May 1941
Rue de la Loi, 16

Seal:

File No.: Dr. Edl./S.

I II III
Initial J. and other initial
31 May 1941

dealt with: To be filed:

Message:

Union Elect. Bruxellois

Kraftstoff Industrie

Weselius/~~near~~ enclosed

Re: Formation- and social matters pertaining to the construction workers
~~employed by Belgian firms.~~

Following the letters of 21 and 23 May of the current year, sent you by
the plenipotentiary for Military District VI, Herr Veerhoff, I request you to
initiate the below-mentioned new arrangement for computing pay accounts as
of 1 Jun. 1941:

Pursuant to the final decision passed by the Reich Labor Ministry, the
Belgian workers assigned to work with you are to be treated like German
workers of the same status. I am of opinion that the term "the same
status" only applies to those construction workers employed by you and sent
by a German construction firm. The Berlin Department T
and also Herr Veerhoff have been requested by me for works to let me have
here the current official pay rates for those construction workers; however,
I have not received any documents until now,

which would enable me to negotiate with our Belgian firms. Based on those official pay rates, the weekly pay accounts for the Belgian workers will have to be computed, and the taxes and social insurance contributions worked out from those computations will have to be paid to the competent German authorities. The net wages remaining from this arrangement will not be paid now either, as the Belgian firms will make the payment in Belgium as usual. It would be advisable to send copies of the weekly pay accounts to the Belgian employer so that they can consider here the deductions made for their workers in Germany. The Belgians are not versed at all in German pay computations, and I therefore request you that a suitable employee of your pay office be assigned to the Belgian chief construction engineer or steward, in order to compute the accounts correctly. Based on the construction reports the Belgian firm will then make out an account with the wages agreed upon, just as usual, and you will debit the particular firm with the total amount of taxes and social insurance expenses advanced by you. Furthermore, I informed the Belgian firms to the effect that the accident insurance policies, which up till now had been partly

concluded in Belgium, will now be effected through registering with the respective trade representation in Germany. The amounts to be set aside for this will also be advanced and debited to the firm concerned. Furthermore, I also informed the Belgian firms to give notice that all possibly valid accident insurance policies would expire as per 1 June of the current year. In order to avoid all lapses in the accident insurances, I urgently request you to have the people register without delay. Although from a legal point of view the firms themselves are responsible for this, I would request you to see to it under all circumstances that your social department assists the firms in this matter, and not take the view that it has nothing to do with it. The special skill of the workers assigned to you is so outstanding, according to information we received from the German factorists, that it cannot be tolerated to jeopardize the working assignment program because of some formal difficulties.

I also want to repeat my request to remit promptly the advances made by us in your behalf, as well as the weekly remittances of approximately 50% of the invoiced amount, to be entitled by you. The funds at our disposal here are extremely limited, and we are not in a position to advance any further sums.

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- - - - -

The remittances will have to be made by wire under all circumstances, as otherwise, the clearing transfers will last at least from three to four weeks. We have repeatedly instructed you to this effect, and found again that the remittances were not made by wire.

Hail Hitler!

signed: Dr. Henfleser:

(Dr. Henfleser)

- - - - -

For the authenticity of the above document.

Innsbruck, 16 December 1947

signed: Dr. Boettcher,
Attorney at Law

Chaudage Central * eau, Vapeur* Tuyauteries Industrielles
Etablissements A. Remy, Chaussee de Ninove, 361, Bruxelles
Telephone: 21 43 02, Banquier: Banque de Bruxelles
Comp. Cheques Post.: 343.82. Reg. Com. Bruxelles: 86.591

Forwarded on 7 June 1943

Dr. von Scholling

Bureau Chief

Stamp: The representative of the plenipotentiary general
for special problems of the chemical industry to the
Military Commander for Belgium and Northern France, Brussels

Received: 10 June 1943

Brussels, 7 June 1943

Union Rheinische Braunkohlen Kraftstoff AG

Kesseling (Bezirk. Aachen)
Postal box, Germany

Gentlemen,

May I draw your attention to the fact that a great number
of our workers employed with you are completely lacking
shoes, encountering in consequence great difficulties
in going to their place of work.

Could you not consider forwarding this letter to
a competent agency so that coupons might be given out
urgently to the needy?

My chief fitter-up, Montmireille Joseph, informs
me that the necessary steps have been taken by your
intervention and that of the D.F. (German Labor Front)
on behalf of the workers of a French firm.
May I dare to hope that you will do me the same favor.

Thanking you in anticipation, I am

Gentlemen,

Yours

signature

Certified true copy:

Dr. Conrad Boettcher,
Attorney-at-Law.

~~C.O.P.Y~~

To the

Foreign Currency Control Office

~~Colleges~~

Hansaring 97

J/T/V.

26 June 1941

We are negotiating with the Firm of

Armand Romy, Brussels 361, Chaussee de Ninove

in regard to allegation of labor forces. The contract will be concluded with this Firm in the next few days. Due to the fact that 120 staff members of this Firm are already engaged at the building-site, we beg you to grant us the transfer

of approximately 85,600.— RM per month.

This sum will yet be reduced by the amounts paid to the entitled parties in the Reich in the form of allowances, taxes and social security payments.

We shall submit a detailed application for the allotment of foreign currency to you on the prescribed form after the above mentioned Firm has submitted its first monthly account. But it will be necessary that already previous to this

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certain advances/transferred abroad, we shall inform you in each individual case in regard to this.

Hail Hitler!

Union Rheinische Braunkohlen Kraftstoff A.G.

signed: Signature
signed: Signature

True and correct copy of the above document certified,

Nuernberg, 29 December 1947.

signed: Dr. Bootzehor

Attorney

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C o p y

Vesseling, 7 July 1941

T/McJ

M e m o

The following statement was made by Herr Voorhoff while here on 4 July in regard to the tax liability of the Belgian firms prior to 1 June 1941.

In the next days the Belgian firms will receive a letter from Herr von Schelling, and will have to report whether they paid previous to 1 June 1941 taxes and social dues in the manner provided for in Belgium for their employees working for us. If the Belgian firms are able to make this statement, then their obligation for payment of taxes and dues to social institutions has thereby been taken care of to this day. If this question is answered in the negative by the Belgian firms, the question has not yet been clarified whether the Belgian firms will have to make supplement payments regarding the same in Belgium or in Germany.

For the Firm of Remy, Herr Remy has already orally given me assurance that up to 1 June 1941 all payments for taxes and so on have been made in Belgium.

J

signed: Moll

S

T. G

TA

T

True and correct copy of the above document is hereby certified,
Nuernberg, 29 December 1947.

signed: Dr. Boettcher

Attorney

DOCUMENT BOOK 5 KRAUCH

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In the mails on
7 September 1942

To the

Treasury of the Fiscal Office

B o n n

Bismarckstrasse 4

2 Sept. 1942

J/V/Ir

7 September 1942

wage and civic-tax reports of foreign firms active on our building-site.

At the request of the firms we beg you for a respite of 1 month in order to take care of your letter dated 2 September 1942.

You demand wage and civic-tax reports from the time these firms started their activity. Files in regard to the year 1941 are to a large measure located at the home-offices of these firms in Belgium. The mails are still slow even today, so that we need at least a month to take care of your inquiry. We shall do our utmost to answer your inquiry as quickly as possible.

The Firm of von Damme has for quite some time already not been active at our building-site.

Hail Hitler!

Union Rheinische Braunkohlen Kraftstoff A.G.,

signed: Dr.... signed: pp Dr. Kniepmeyer

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To Herr Krengel with letter of the Fiscal Office dated 2 Sept. 1942

submitted 14 Sept. 1942 Kr.

True and correct copy of the above document certified,

Nuernberg, 29 December 1947

O signed: Dr. Bootzher

Attorney

on file

K 2 via K

K/E/Z.

9 September 1942

Re: Furnishing of labor-forces, Turnover-Tax liability.

Reference is made to memo dated 26 March 1942, Number I. The questions under dispute have in the meantime been cleared up with the Fiscal Office in Bonn and attention is to be paid to the following matters:

- a) It is to be differentiated whether laborers loaned are working staff members of the Union Kraftstaff or not. If loaned labor forces are working staff members of the Union Kraftstaff (working staff members engaged under the compulsory labor act or working staff members engaged on a voluntary basis) then payments received for loaned labor forces are turnover-tax exempt according to a decision rendered by the Fiscal Office dated 17 July 1942. But this applies only if labor forces are subject to the wage-tax and this wage - tax is retained by the Union Kraftstaff as employer. This furthermore does not apply, if we have put our own labor forces at the disposal of a firm not contracted by us at the same time for construction or assembly (Plant contract).
- b) Labor forces put at our disposal without their becoming members of our working staff, as for instance all workers

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of foreign firms loaned to us and reloaned by us again to other firms, are not to be treated in the same manner. In a case of this kind, the fee received by us for the reloan of labor forces is rather to be subjected to 2% of the turnover-tax.

We refer in addition to Number III of the memo dated 26 March 1942. The Reich Finance Court in its judgment of 12 June 1942, Reich Tax Gazette Page 843, made the following statement in regard to this question:

"Has anyone caused damage for which he is obliged to make restitution by making restitution either in restoration or payment of an amount of money necessary for restoration, then there is no exchange of services rendered (Leistungsaustausch) from the point of view of turnover-taxation."

If therefore, an amount of money is handed to us as restitution for a damage caused to us, then this money received is not subject to turnover-taxation. But a difference is to be made in the following case: The party which caused the damage intends to restore the damaged article as restitution, as means (aid to the accomplishment) for the repair of the damage caused, he utilizes our firm, which he has damaged, by giving us the order for repairs. In this case there

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as an exchange of service rendered between the one causing the damage and us, and we are regarding the payment received for the repairwork, in this case payment for a service rendered on contract, subject to the payment of turnover-taxes according to general regulations.

I would like to be informed about all cases subject to any doubt,

Legal Department

I X II

1 X Herrn Dicso

True and correct copy of the above document certified,
Nuernberg, 29 December 1947

signed: Dr. Boettcher

Attorney

Mailed on
7 Nov. 1942

To the
Commissioner for the Four Year Plan
Plenipotentiary for Special Questions
concerning Chemical Production
Berlin W.9,
Scharlandstrasse 128

J/K/Kr. 7. November 1942

Tax law applied to foreign firms.

We have been informed that the Reich Minister of Finance - by report of our competent Finance Office at Bonn - has sided with our standpoint and decided by ordinance of 21 Oct. 1942 - S (page?) 1301 A - 387 IIId - that the foreign firms are not liable to direct taxes, they are only subject to turnover- and wages'-tax.

Heil Hitler!

Union Rheinische Braunkohlen Kraftstoff Aktion
gesellschaft
(Union Rhonian Lignite Fuel Company, Ltd.)

sig. NEDELMANN sig. p.p. Dr. KNIEPMAYER

True and literal copy of the above document is certified,

Nuernberg, 29 December 1947

sig. Dr. BOETTCHER
Attorney at Law

nd acts

File Note .

Wesseling, 6 November 1942
J/E/Kr

Re: Turnover tax of foreign firms,
Discussion at Finance Office at Bonn on 6 November 1942

The Decree at the Finance Office declared that a regular levy of turnover tax beginning with the day of employment of the foreign firms on our building site could not be dispensed with. We were requested to begin with submitting a turnover tax return for the year 1941, first.

sig. KNIEPMAYER

Certified true and literal copy !

Nuernberg, 29 December 1947

signed: Dr. BOETTCHER
Attorney at Law

The Plenipotentiary for
Special Questions concerning Chemical
Production
The Delegate for the 6th Military District

Duesseldorf, 13 Nov. 42
Directing Staff for Economy
and Business
Alte Garde Ufer 2
Tel. 36321

Copy-No. 61 Dr. Tr./B16.

Rubber stamp:

I II III

14 NOV. 1942

Finished: Pilot:

To

Union Rhein. Braunkohlen Kraftstoff A.G.

Wesseling/District of Koeln.

Re: Taxation of foreign firms when employed in Germany.

By ordinance of 21 Oct. 42 - S 1301 A 387 III d - the Reichsminister of Finance advised the District Finance Presidents that foreign firms which have lent their working force to German firms under the usual

contract agreements, are not subject to direct taxation since German places of operation of these firms in the meaning of Sec. 16 StAnpG. (Steuerauspassungsgesetz, Law concerning Adaptation of Taxation) do not exist. Please inform the foreign operators about this, as far as necessary.

It is at present under consideration to what extent the use of operators under genuine work service contracts leads to the application of direct taxation.

(page - 2 - of original)

By order: Sig. J. TROELTSCH

Handwritten note:

nd acts

Taxes of foreign firms
K 15/4

Certified true copy!

Nuornberg, 29 Dec. 1947

signed: Dr. BOETTCHER,
Attorney at Law

To
Finance Office
Bonn,
Bismarckstrasse 4

J/K/Kr. 17 March 1943

Turnover tax of foreign firms.

Enclosed we submit to you the turnover tax returns for the calendar year 1942 for the following firms:

- 1.) DE WILIE & SELLESLAGS, Antwerp,
- 2.) ANTVERPIA, L. ROELANTS, Antwerp,
- 3.) René DIDIER, Paris,
- 4.) Jean MEIER, Paris,
- 5.) Ernest GEERS, Antwerp-Hoboken,
- 6.) Leon HECQ, Brussels,
- 7.) G. NYS, Antwerp,
- 8.) Armand REMY, Brussels,
- 9.) UNIC, A. PETRO, Prop., Brussels,
- 10.) L. GIRAUT, Paris,
- 11.) SWANNET & FRANCOIS,
- 12.) Charles PERRIERE, Rosny/Seine.

The particular difficulties encountered by us in establishing the turnover tax amounts of the foreign firms were the subject of an

(page - 2 - of original)

oral discussion with you. These difficulties were the reason why we did not make adequate pre-payments, especially since the existence of an obligation for turnover taxes was only determined definitely in the past year. Therefore we ask you to refrain from levying tardiness fees (penalties for delayed payment).

For the current year we shall deposit with you, by the 20th of each month, an adequate pre-payment for the month preceding. We hope that you will be able to agree with us in this respect.

Heil Hitler!

Union Rheinische Braunkohlen Kraftstoff Aktion
gesellschaft

Enclosures. sig. FISCHER sig. KNIEPMAYER

Certified true copy!

Nuernberg, 29 December 1947

sig. Dr. BOETTCHER
Attorney at Law

To Mailed on
Rheinische Aktiengesellschaft 21 JULY 1943
für Braunkohlenbergbau und
Brikettfabrikation
(Rhenian Lignite Mining and
Briquettes Manufacturing Co., Ltd.)

Cologne

Kriser-Friedrich-Ufer 55 J/K/M 21 July 1943

Employment of foreign firms - their obligation to pay tax

Referring to the discussion between Herr FISCHER and Herr Dr. KNIEPMAYER we beg to inform you that those firms which are employed in Reich territory on a license basis under an operator's employment contract (Unternehmungs-
antazvertrag) are not liable to direct taxation, but only to turnover tax. The Reichsminister of Finance advised the Finance Offices to refrain from levying trades, corpo-
ration, or income taxes. -

We enclose a copy of the letter we received to that effect from the Plenipotentiary for Special Questions concerning Chemical Production, dated 13 Nov. 42.

In the ordinance it is mentioned that at present, in the Reich Finance Minister's Office, an investigation is taking place to determine how far the employment of operators

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(page - 2 - of original)

under a genuine work service contract (echter Leistungsvertrag) may lead to liability to direct taxation. The result of this investigation has not yet been made known to us, nor is it of interest for the time being, as such a genuine service contract has, in your case, not been concluded.

Heil Hitler!

Union Rheinische Braunkohlen Kraftstoff, ...G.

sig. ppc. FISCHER sig. by order :
Dr. KLEPMAYER

1 Enclosure

Certified true copy!

Nuernberg, 29 December 1947

sig. Dr. BOETTCHER
Attorney at Law

General Health Insurance Office Entry Reference.
for the Rural District of Cologne. 70/020 191/44.

- Auditors Report .

Plant audit on see reverse from to o'clock.

Name of the Betriebsfuehrer: Chaudronnerie, Antwerpia,
Louis ROELANDTS

Domicile: Vieux-Dicou, 179. Route Militaire

Nature of the plant: heating installation

Method of payment of contributions: weekly deductions (?)
(WA)

Last audit on : 16. 10. 41 by: KLOECKNER

Result of the last audit: subsequent payment , which
was later reduced.

How are registrations and notices of departure effected?
Property.

What particulars were submitted?

Wages lists, pay index, details of daily wages, disabili-
ty cards, tax cards.

How are the current contributions paid? by the Union
Kraftstoff AG.,

Are there contributions outstanding? no.

Cause of outstanding contributions: ./

Amount of additional charge, 267, 11 RM
of this Sick Insurance 101,

Employment Insurance RM.

Agreed method of payment: no agreement, after delivery
of report.

Was information threatened by the Insurance Office? no

.....

(Report see reverse)

Wesseling, 31 July 1944

signed; Signature

(Signature of the auditor).

Manager of the General Health Insurance Office for the
Rural District of Cologne.

Hermuelheim, 8 August 1944

Original (U)

to the Branch Office (Z S) in Wesseling

sent for your kind consideration and further action.

The plant audit covered the period from
September 1941 to 31 December 1943 and was carried out
in the time from 26-27.1., 1.-4.2., 7.-10.3., 14.-24.3.,
26.-31.3. and from 13.-14.4.

Contribution details were compared with the pay-
rolls and the comparison by way of test at random re-
vealed no discrepancies.

It could be established on comparing the contri-
bution list with the pay rolls that, regarding notices
of departure, the rules concerning

absence from work on 14 consecutive calendar days were observed, but in JANSSENS case (Pos. 45/6) the notice of departure had been delayed. In this case an additional payment had to be undertaken in accordance with 397 Reich Insurance Law.

In the case of two persons reported the Insurance Office incurred expenses, because

- a) the employee CALLUY, Lodewijk, was registered on 27 January 43 yet did not start work, and no date of departure was given 17 March 43.
- b) Likewise the insured person van ZYNDE, Ernest had been registered 29 June 43 although 5 July 43 could be ascertained as being the first working day for which payment was made according to the evidence of the pay-roll.

For those 3 cases additional payments are to be made which can be seen from Enclosures No. 1 and B.

With reference to rules concerning sick and unemployment insurance in the case of interruption of work without compensation doubts arose in the meantime, which however could be cleared up since then, in different cases additional payments had to be undertaken for this reason. The result can be seen from Enclosure 2.

For voluntary examination by the Betriebslehrer were picked at random and examined and no objections could be made.

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The Betriebsfuehrer had exchanged most of the disability cards in the first days of the year. The other disability cards which had not been exchanged were examined and are in order.

As regards instruction of the Labor Trustee relating to supervision of wages and salaries, it is to be reported that no increases in wages could be ascertained. Through the office for recruitment of foreigners, the Union Kraftstoff supervises wages paid for work done by the hour.

The following comment may be made on the total result, namely that an audit of the firm was made for the first time in September 1941. After that accounts were compared regularly. There was no change however among the referents - agents and chief -montour - with whom the complaints were duly discussed several times, so that hardly any objections worth mentioning are outstanding to-day.

Certified true copy of the preceding document.

Nuornberg 29 December 1947.

signed: Dr. BOUTTCHER.

Attorney.

Union Rheinische Braunkohlen Kraftstoff Aktiengesellschaft,

Firm

A. REMY

Chauffage Central

Brussels/Belgium

Cheusee de Ninove 361.

Wesseling (District Cologno)
Post Box 4.

reference
J/K/EK. 12. May 1944.

Subject

We repeatedly draw attention to the fact that all foreign firms employed are subject to German provisions of labour, social insurance tax and foreign - exchange laws. That means that all contributions to be paid by worker and employer must be paid exclusively from wages earned on the site and the employer's contribution claimed on the site, in particular all wage taxes, social contributions, turn-over tax and Employers' Professional Liability Insurance Association contributions.

All money transactions must in principle be undertaken by effecting transfer through a clearing system

and with the intervention of our firm.

The petty cash offices maintained on the building site by the individual representatives of the foreign firms employed (Einsatzfirmen) and the resulting one transactions must be limited to a minimum. Payments into the cash office may be made exclusively out of the wages earned on the site or employer's contributions. Payments out of the cash office are permissible only for food cards, accommodation money, smaller office purchases and other smaller expenses.

Each foreign employer and all representatives of the employer working here are themselves responsible for observing all the rules. For the sake of orderliness we ask you to confirm to us receipt of this letter.

Heil Hitler.

Union Rhinische Braunkohlen Kraftstoff
Aktiengesellschaft.

Signed: BEISCHER, signed: Dr. BOETTCHER:
SCHWEYER

Certified true copy of above document,

Nuernberg 29 December 1947.

Signed: Dr. BOETTCHER.
Attorney.

DOCUMENT BOOK 5 KRAUCH
KRAUCH-DOCUMENT No. 554

To the
Finance Office
Bonn

Bismarckstr. 4.

J/H/Kr. 24 January 1944.

Turn-over tax declarations 1943 of foreign firms.

In the enclosed we pass on to you the turn-over tax declarations for the calendar year 1943 for the following firms: -

- 1.) Fc. E. DIDIER, Paris,
- 2.) Fc. Antwerpia L. ROELANTS, Antwerp,
- 3.) Fc. DE WILDE & SELFSLAGS, Antwerp,
- 4.) Fc. Leon HEGQ, Brussels,
- 5.) Fc. Armand REMY, Brussels,
- 6.) Fc. G. NYS, Antwerp,
- 7.) Fc. Ernest GEERS, Antwerp-Hoboken,
- 8.) Fc. UNIC, Brussels,
- 9.) Fc. Jean MEIER, Paris,
- 10.) Fc. A. GIRAUT, Paris,
- 11.) Fc. NATIONAL, Antwerp,
- 12.) Fc. COMETAL, Zun-les-Bruxelles.

The remaining amounts of turnover tax we have ordered transferred to you.

The still outstanding turnover tax declarations for the year 1943 for the firms LOUIS DAES and J.B.FEYEN we will forward in the course of the next few days.

Heil Hitler!

Union Rheinische Braunkohlen Kraftstoff Aktien-
gesellschaft.

Initials.

signed: MEISSNER. signed: FISCHER

12 Enclosures.

DOCUMENT BOOK 5 KRAUCH
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Certified true copy of the preceding document

Nuernberg 29 December 1947.

signed: Dr. BOETTCHER,
Attorney.

DOCUMENT BOOK 5 KRAUCH
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signed: KNIEPMAYER

File Note.

Wesseling, 11 May 1944.

J/M/Kr.

Subject: Taxation of turn-over of foreign installation
firms.

K2 was not in a position for the month of March 1944 to give the final returns. Therefore, we for our part, had to pay in advance turn-over tax of the approximate amount. Subsequently a similar situation will continue to arise repeatedly, for which reason we lay down the following rules:

In settling the accounts of the month of April we make the same advance payment as in March plus or minus the differences when compared with the actual March returns. In case this will be the same in the month of May and the following months. Therefore the advance payment is always to be made as difference as turn-over tax. This is to be taken into consideration in the yearly turn-over tax declaration.

signed: WENINGER.

G to K2

Certified true copy of the preceding document.

Nuernberg, 29 December 1947.

signed: Dr. BOETTCHER.
Attorney.

DOCUMENT BOOK 5 KRAUCH
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Herr ENGELS K 2 11 January 1945

J/M/HK

Subject: Turn-over tax of foreign firms.

We ask you to send by return of post the turn-over tax statements still outstanding of the foreign firms for the months of November and December 1944, so that we can get out the yearly turn-over tax declaration along with the quarterly payment now due.

Legal Department

signed: K.

Certified true copy of the above document .

Nuernborg, 29 December 1947.

signed: Dr. BOETTCHER.

Attorney.

DOCUMENT BOOK 5 KRAUCH
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dispatched

27.6.45

To the
Finance Office
Wages Tax Office
Bohn.

J/K/Kr. 27 June 1945 .

Firma	Antwerp	Tax-No.
" DAES	Boom, Prov. Antwerp	63/2598 " " 63/2604
" PEYTEN	Mechelen	63/2605
" GEERS	Antwerp-Hoboken	63/2596
" GIRAUET	Paris	63/2607
" HECQ	Brussels	63/2603
" REMY	Brussels	63/2601
" UNIC	Brussels	63/2602
" DE WILDE & SELLERSLAGS,		63/2597
" Jean MEIER	Antwerp Paris	63/2606

The above-named firms can be withdrawn from the card-index since business stopped as and from the 31 December 1944. The wage tax amounts up to 31 December 1944 are all paid off.

Union Rheinische Braunkohlen Kraftstoff Aktiengesellschaft.

signed: FISCHER signed: KNIEPMAYER

Ø 1 x J
1 x K5

Certified true copy of the above document.

Nuernberg 29 December 1947.

signed: Dr. BOETTCHER.

Attorney.

C o p y

C o n t r a c t

between

1.) Union Rheinische Braunkohlen Kraftstoff AG
Kesselring, Cologne District
(in the following abbreviated UK)

on the one hand

2.) Firm of Armand Lemy, Brussels 361,
Chaussee de Linove,
(in the following abbreviated R)

on the other hand

UK commissions R. with the execution of installation work,
especially the laying of pipe lines and the assembling of
apparatuses etc. -

As far as lump sums cannot be fixed for the works to be
executed, the payment for the workers made available by
R. is made according to the working hours performed. The
following allowances to R. are established for this case:

Chief assembler	RI 2.10 per hour
Assembler	" 1.80 " "
Fitter	" 1.80 " "
Welder	" 1.90 " "

Painter RM 1.65 per hour

Helper " 1.30 " "

Moreover the following separation allowances will be paid to R:

Chief assembler RM 3.70 per day

All others " 2.70 p r day

R. takes the obligation of making the following workers available for the accomplishment of the contracted works:

Chief assemblers

Assemblers,

Painters,

Helpers,

Painters,

Helpers.

A special increase of RM 0,05 per hour will be paid in addition to the above enumerated wages, up to a maximum, however, of 10 hours a day. For this R. takes over all expenses caused by granting leaves, journey back home, etc., so that all our liabilities towards R. and towards the individual workers will be compensated by the allowances including special increase. - The access to equipment, particularly tools and welding implements are to be made available without special compensation. - The teams of assembly workers will be employed according to instructions given by UK. -

If the work is interrupted for some reason, the UK undertakes to send the workers back home by usual transportation means or to employ them at other working places in agreement with R. and with the Plenipotentiary General for special questions of chemical production. UK reserves the right to send workers who prove professionally or physically unfit back at the expense of R.

UK takes over the housing and feeding of the workers. RM 1.70 a day will be charged to R's account for this. The allocation of foodstuffs will be made in accordance with the German regulations prevailing at the time.

The fares for the journeys there and back will be for the account of UK. An allowance of RM 9.60 per worker and journey will be added to this, by which all further claims, particularly because of loss of wages, will be compensated.

R. undertakes to have the workers made available by him work up to 60 hours a week. For overtime over 48 hours per week an increase of 25% will be paid to R. for every hour of overtime, in addition to the allowances mentioned at the beginning; for Sunday and holiday work an increase of 50%, for work on legal holidays an increase of 100% will be granted.

In case of absence of workers (leaves, sicknesses of longer duration and the like) R. will be obliged to push forward the works he was charged with with all workers available for him. Furthermore R. can be obliged to make, upon demand of UK, replacements available in order to avoid delays in work. In case of violations of the contract, UK reserves the right to further-reaching claims.

The employed foreign workers are subject during the time of their employment to the regulations of German labor, social insurance and taxation law in force within the Reich, including the German territorial agreements applicable to the job in question. The same will be paid by R. to the individual foreign workers, with the assistance of UK, according to the German regulations in force at the working place. The contributions to the German social insurance system and taxes will be made by UK, by order and for account of R., to the concerned German agencies. Thus, the foreign workers will be treated in the same way as comparable German workers; they will also be paid for the time of air raid alarms according to the regulations in force for German workers.

German law will apply to all disputes. The civil courts of Cologne are the sole jurisdictional authorities for the settlement of disputes resulting from this agreement.

Document Book V Krauch
Doc. No. 555

Vosseling, 6 August 1941

Armand. Remy

Union Rheinische Braunkohlen
Kraftstoff Aktiengesellschaft
signed: signature
signed: signature.

This is to certify that the above is a literal and
true copy of the original document.

Nurnberg, 29. December 1947

signed: Dr. Boettcher
Attorney-at-Law.

C o p y

Dr. v. Sch/Mr.

S u p p l o m e n t o r y A g r e e m e n t

- between

Union Rheinische Braunkohlen Kraftstoff A.G.
Düsseldorf/Cologne District, on the one hand

Firm of A. Remy, Brussels, Chaussee de Ninove 361
on the other hand

In addition to the contract signed on 5 August 1941 the
following is agreed upon:

In order to increase the already employed assembly
teams, the following workers will additionally be immediately
made available by the firm of A.Remy:

35 pipe fitters	<u>Clearing rate:</u>
10 oxy-acetylene welders	RM 1.53 per hour
	RM 1.53 " "

Brussels, 17 November 1941 Düsseldorf, 19 November 1941

signed: signature

Union Rheinische Braunkohlen
Kraftstoff Aktiengesellschaft
signed: signature signed:signature,

This is to certify that the above is a literal and true
copy of the original document.

Nürnberg, 29 December 1947

signed: Dr. Boettcher
Attorney at Law.

Order No. 1039

C o n t r a c t

- 1) German firm Union Rheinische Braunkohle-Kraftstoff A.G. hereinafter called "Principal"
Wesseling/Ber. Kooeln
- 2) Foreign firm A. Remy Brussels hereinafter called "Contractor"
Chimueco de Nivelles 361

Effective as of 15 March 1942 this contract will take the place of the contract signed on 6 August 1941.

S e c t i o n 1

O r d e r :

The principal commissions the foreign firm with the execution of assembly work for the construction of plants and buildings.

S e c t i o n 2

S t r o n g h t h o l d t h e t e a m - p r o v i d i n g f o r r e p l a c e m e n t s :

The foreign firm has to make an assembly team available for the accomplishment of the work assigned to it, consisting of the following workers:

- 1.) Chief assemblers 4
2.) Qualified specialized workers:

Assemblers 100

Fitters	20
Welders.....	6
Electricians	1
Mechanicians	1
Carpenters	6
Masons	5
3.) Helpers.....	47

Altogether: 190 men

The workers must really be fit to work and at least 21 years old.

The foreign firm binds itself to have the total number of the above enumerated workers at the disposal of the principal for the duration of this contract. In case of absence of workers because of leaves, sicknesses of longer duration, breach of contract or the like, the foreign firm has to provide for replacements at its expense.

Section 3.

Pay of the assigned workers:

The foreign workers remain during their employment with the principal staff members of the foreign firm which has to pay them and to care for them.

The pay is made according to the wage scale in force in each case at the principal's plants or at the working place.
At present those are per hour:

see Enclosure

Handwritten note:

Copy to T (Tariff Office?) 4

sent on 9 March 1942

Original contract sent to Berlin.

Enclosure.

Pay

- | | | |
|-----------------------------------|--------------|----------|
| 1.) Chief assembler: | RM 1.20 | per hour |
| 2.) qualified specialized workers | RM 0.80-0.85 | per hour |
| 3.) Helpers | RM 0.70 | " " |

For groups 2 and 3 premiums up to 25% for piece work are paid, or up to RM 0.10 for special achievement if piece work cannot be done.

In addition to these wages the following extra-payments are made according to the tariff agreement:

for <u>overtime work</u> (more than 48 hours a week) on weekdays	25%
for <u>night work</u> , i.e. during the time from 2200 to 600 hours	10,
for <u>Sunday and holiday work</u>	50
for the <u>high holidays</u>	100;

Moreover the following premiums for special achievement and for piece work are attainable:

see Enclosure.

DOCUMENT BOOK 5 KRAUCH

Doc. Nr. 655

For the classification of workers into the different wage groups, the scale of wages and the payment of additional amounts of all kinds, the regulations as to wage scales and operations in effect with the contractor or at the place of construction, are in each case applicable.

Par. 4.

Separation Compensation:

Married employees or those who occupy the status of the married employees will receive the separation compensation permitted according to the wage scale prevailing at that time.

For married persons and those on an equal status

equal status.....RM 1.50 plus RM 0.50 overnight pay

for single persons.....RM -- plus RM 0.50 overnight pay

for the chief assembler RM 3.50 resp. RM 1.75

Par. 5

Equivalent Status of the German Workers:

The employed foreign workers are subject during their period of employment to the German legal provisions in force in the territory of the Reich with respect to labor, social security and taxes. In particular they are subject:
1) to the German wage scale regulations prevailing at the place of work in question; payments in excess of these which have not been approved by the Reich Trustee for Labor are not to be granted to the foreign workers or other qualified recipients in their homeland either.

DOCUMENT BOOK 5 KRAUCH

Doc. No. 555

Moreover, the wage settlement with the individual foreign workers is to take place at the place of work in accordance with the provisions applicable thereto.

- 2) To the German regulations concerning sickness insurance, disability insurance, employment insurance and, if the case may arise, also to those of the mine-pension insurance. The amounts for these insurance branches are to be transmitted by the German industrialist to the German insurance firms for the account of the foreign firms. The foreign workers are furthermore subject to the Reich accident insurance, however, the insurance of workers sent to Germany by Belgian and Dutch firms is carried for the first 6 months by the Belgian or Dutch accident insurance (German-Belgian agreement about accident insurance, dated 6 July 1912 - Reich Law Gazette 1, 1913, page 23 - and German-Dutch agreement about accident insurance, dated 27 August 1907 - Reich Law Gazette, page 763 - (as well as supplementary agreement, dated 30 May 1914 - Reich Law Gazette, 1915, page 321)).
- 3) To all other German legal provisions pertaining to work and social matters.
- 4) To the German legal provisions pertaining to taxes; the German industrialists have to transmit the taxes to the competent German agencies for the account of the foreign firms.

The foreign workers, therefore, are to be treated in the same manner as German workers of the same status unless the German Law provides for special arrangements for foreign workers; the latter are to be paid also during air-raid alarms in accordance with the regulations stipulated for German workers. In addition, the regulation with regard to adverse weather conditions is also applicable in the framework of the legal provisions.

Par. 6

Reimbursements to the Foreign Firm.

The reimbursement for the workers, put at the disposal of the ordering firm by the foreign firms, is made according to the performed work hours. The reimbursement scales are figured by an excess payment of about 53% in addition to the wage scales mentioned in par. 3, subsection 2), with no regard of excess payments for overtime work, night-, Sunday- and holiday work, piece work and additional payments for special accomplishments, therefore:

for the chief assembler	RM 2.—
" " qualified skilled workers	" 1.22 - 1.30
" " helpers	" 1.07

These reimbursement scales are based on presently prevailing wage scales mentioned in par. 3.

DOCUMENT BOOK 5 KRUACH

Doc. No. 565

In case these wage scales are changed the reimbursement scales have to be changed accordingly.

In addition to this, the foreign firm is to be reimbursed for the separation compensation which, according to par. 4 of this contract, it has to pay its workers.

Par. 7

Employment:

The employment of the assembly team is done in accordance with the directive given by the ordering firm. In special cases the workers are obligated to perform temporary work which is different from their regular work.

Par. 8

Working Time

The foreign firm undertakes to see to it that the regular working time, established by the ordering firm in accordance with the German legal provisions, is strictly performed and that the control measures which may be instituted for the supervision of the working time, are complied with. The working time amounts to a minimum of 48, and at present up to 60 hours per week. The working time in excess of 48 hours per week is regarded as overtime and, as mentioned in par. 3, is to be paid for.

DOCUMENT BOOK 5 KRAUCH

Doc. No. 555

Par. 9

Payment of Wages - Settlement of Reimbursements.

The payments of wages to the employed workers are to be made weekly at the main office of the foreign firm; the ordering firm, however, is entitled to pay the worker a weekly allowance up to RM 10.- to the debit of the account of the foreign firm.

The ordering firm is to transmit adequate down payments in intervals of two weeks to the foreign firm payable on account of the reimbursements the latter is entitled to. The settlement of the reimbursement account is to take place once every four weeks.

Par. 10

Housing and Food.

The ordering firm is to make arrangements to have suitable accommodation ready; if the workers are housed in a community camp or any other suitable facilities are used at the expense of the ordering firm, the payment of the overnight pay of RM c.60 is to be stopped.

The ordering firm furthermore assumes the feeding of the workers (full camp eating) and is charging this to the account of the foreign firm at the rate of 1.20 RM daily. The allocation of food is done in accordance with the German regulations prevailing at such time.

DOCUMENT BOOK 5 KRAUCH

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Par. 11

Travel Expenses - Return of Families - Leave:

The costs for the journey to the place of work and for the return trip are borne by the ordering firm at the date of expiration of this contract, as well as 8 times the hourly wage scale for each day of travel. For the return trips of families the regulations of the prescribed rates for the arrangement of the return trips of families are applicable for foreign workers in the Reich, dated 27 August 1941 - Reich Labor Gazette S IV 1239.

The claim for leave depends on the wage scale - or factory regulations which are in effect /the ordering firm or at the construction site at such time,

Par. 12.

Equipment:

The foreign firm has to see to it that its employees are in possession, also during winter time, of adequate work clothes, shoes and underwear.

Par. 13.

Contract Changes as a result of Decrees by the Authorities:

The parties concluding the contract assume the obligation to make such immediate changes of all kinds in the contract, including the amount of the reimbursement scales, which will become necessary as a result of decrees issued by the Reich Trustee for Price Control, the Reich Minister for Labor or by any other competent authority of the Reich.

DOCUMENT BOOK 5 KRAUCH

Doc. No. 555

Par. 14

Duration of the Contract:

This contract expires on 31 August 1942; in each case it will be extended automatically for an additional 3 months unless notice is given by one of the parties 4 weeks prior to the date of expiration.

Par. 16.

The judicial authorities competent to settle all differences which might result from this contract, are in Cologne on the Rhine,

Brussels 17 February 1942

Wesseling 17 February 1942

Armand Romy
Brussels

Union Rheinische Braunkohlen
Kraftstoff Aktiengesellschaft

signed: Signature
signed: A. Romy

signed: Signature
signed: (noting for) Knopmoyer

I certify that this is a true and correct copy of the above document,
Nuremberg, 29 December 1947.

signed: Dr. Bootzsch
Attorney

DOCUMENT BOOK 5 KRAUCH,

Doc. No. 655

TO:

Firm of Armand Remy

Stamp: Mailed on 18 Sept. 1941

Chaussee de Ninove 361,

Brussels

T4/Mdt/Kr 16 September 1941.

Referring to the discussion with Mr. A. Remy we are agreed that your workers will receive 5 days of leave subsequent to the performance of 5 working weeks instead of the 4 days of leave for 4 working weeks practiced until now. Travel time for the round trip is included.

Costs arising from the granting of leave and travelling home will, as provided for in the contract, be borne by you. -

However, once again we call your attention to the fact that in each case 5 full working weeks must be performed before a new claim of leave can be recognized.

We request your written consent.

Seil Hitler!

Union Rheinische Braunkohlen Kraftstoff
Aktiengesellschaft.

signed: Noll Initials

signed: (acting for)

Dr. Neubauer

Distribution:

1 copy T

To Remy files

1 " J

K, 19/9

1 " T4

1 " files

I certify that this is a true and correct copy of the foregoing document.

Nuernberg, 29 December 1947.

signed: Dr. Boettcher

attorney

DOCUMENT BOOK 5 BRAUCH

Page, No. 555

Union Kraftstoff

Letter to Department J Wesseling 14 August 1941

With reference to your letter, dated 6 August 1941 G2 St/Mue/No.

The classification as to skill of the workers employed at the firm of Romy, Brussels is made as follows:

C	Oxy-Acetylene	-welders	4
O	Unskilled assembly helpers	64	
	Assemblers	83	
	Assistant assemblers	16	
	Pitters	22	
	Assembly electrician	1	
	Mechanic	1	
	Foreman	1	
	Polisher	1	
	Blacksmiths	3	
	Welders	5	
	Metal workers	74	
	Painters	5	
	Tinsmiths	2	
	Assistant mechanic	1	
	Driller	1	
	Carpenter	1	
	Turner	1	

SPRINGFIELD, ILLINOIS

Doc. No. 555

Employee's Department

Workers Office

signed: Signature

handwritten note: Remark and several initials

I certify that this is a true and correct copy of the above document,

Nuremberg, 29 December 1947.

signed: Dr. Bootzcher

Attorney

DOCUMENT BOUE 5 KRAUCH

Doc. No. 555

The Representative of the Plenipotentiary General for the Chemical Industry at the Central Order Allocation Office in Belgium and Northern France

File No.: / Dr. v. Schelling

Brussels, 12 August 1941
24, avenue de l'Astronomie

Stamp:
I II III

To the
Union Rheinische Braunkohlen
Kraftstoff AG.

14 August 1941 Initial
Dealt with: to be filed

Wesseling / near Cologne.

No.: Contract with the firm of A. Remy, Brussels,

I thank you for sending me a copy of the contract which you concluded with the firm of Remy. For the future I would suggest to write the expiration date into the contract, so that, in accordance with the expiration date agreed upon, Herr Remy - as well as all other firms contracted by you - can employ the people working with you for the same period.

Heil Hitler!

K 14/8

signed: v. Schelling
(Dr. v. Schelling)

For the authenticity of the above copy,

Nuernberg dated 29 December 1947

signed: Dr. Boettcher
Attorney at Law.

DOCUMENT BOOK 5 KRAUCH

Doc. No. 555

The Representative of the Plenipotentiary General for Special Problems
of the Chemical Industry at the:

Central Order Allocation Office
in Belgium and Northern France

Brussels, 23 September 1943.
24, avenue de l' Astronomie

File No.: XII/IR/So.

Eda Remy
E 27/9

Stamp:

I II III

Mosse.

Received: 27 September 1943
Dealt with: To be filed

Union Rheinische Braunkohlen
Kraftstoff Akt.-Ges.

attention of Herr Dr. Kniopmeyer,

Wesseling (District of Cologne)

General Delivery Box 4

Re: Assignment of the firm of Remy/ Workers' leaving their employment.

I confirm your letter of 14 September addressed to Dr. von Scholling,
and thank you for your information. Investigations concerning the decreasing
number of workers at other assigned places of employment of the firm of Remy
have revealed that your assumption is not in keeping with the facts. The
turn-over of the labor force - especially at the more remote Eastern places
of assignment - is, to the contrary, quite normal. Mostly, the statistics show
a slight upward trend.

Heil Hitler!

signed:

By order: v. Neufville
(von Neufville)

Official Seal

Initial

For the authenticity of the above copy,

Nuernberg dated 29 December 1947

signed: Dr. Bootzehor
Attorney at Law.

DOCUMENT BOOK 5 KRAUCH

Doc. No. 555

The Representative of the Plenipotentiary General for Special Problems
of the Chemical Industry at the

Central Order Allocation Office in
Belgium and Northern France

Brussels, 27 November 1941
24, avenue de l'Astronomie

Seal:

Stamp:

The Representative of the Plenipotentiary General for Special Problems of the Chemical Industry to the Military Commander for Belgium and Northern France RHUSSIS,

I II III
K
4 December 1941
Dealt with: To be file

Union Rheinische Braunkohle
Kraftstoff A.G.

Weeseling / District of Cologne.

Kindly submit our contracts

Re: Supplementary agreement between your plant and Belgian
construction firms.

Please find enclosed the supplementary agreements concerning the
newly assigned specialist workers of the firms:

A. Remy, Brussels 35 men

L. Hecq, Brussels 135 men

Unic, Brussels 45 men

Kindly sign the agreements in the usual way and forward them to the Berlin
bureau. One copy is to be sent to the Duesseldorf representative. Kindly
return to me another copy to be forwarded to the firms.

DOCUMENT BOOK 5 KRAUCH

Doc. No. 556

Official Seal

signed: Signature.

For the authenticity of the above copy,
Nuernberg dated 29 December 1947.

signed:

Dr. Boettcher
Attorney at Law.

DOCUMENT BOOK 5 KRAUCH

Doc. No. 555

No. 1 Assignment of work for foreign firms.

	Average Wages RM	Separation Allowance RM	Number of Workers	Monthly Transfer RM
<u>Belgian Firms:</u>				
Antwerpiai	1.90	3.--	72	appr. 50,000.--
De Wilde:	1.70	3.--	42	appr. 30,000.--
Heeg:	1.70	3.--	100	appr. 65,000.--
von Dummei	1.70	3.--	18	appr. 15,000.--
Remyi	1.70	3.--	32	appr. 25,000.--
<u>French Firms:</u>				
Didier:	1.70	2.--	67	appr. 45,000.--
Total: RM				350,000.--

For the authenticity of the above copy,

Nuernberg dated 29 December 1947

signed: Dr. Beuttcher
 attorney at law.

DOCUMENT BOOK 5 KRAUCH

D.O. No. 565

Antwerpia
Radiators Metalux

UWE REP. J./J./St.
ONZE REP. Techn. Dept.
J.D./G.T.

L. BOGLANTS
KRIJGSBAAN 179 MORTSEL-ANTWERP

Stamp: I II III Initial
14 August 1941
Dealt with: To be filed:
Mortsel 8 August 1941

Union Rheinische Braunkohlen Kraftstof
Aktiengesellschaft

Neeseling (District of Cologne)

We confirm receipt of your letter dated 22 July 1941, and we are pleased to note that you agree to set the contract time limit at 3 months. This will not cause us any difficulties, for we have already collected a new group of 25 men, who will depart together with the group that is now going on vacation.

We remain Yours very truly

Signed: Signature:

For the authenticity of the above copy,

Nuernberg dated 29 December 1947

signed: Dr. Boettcher

Attorney at Law.

DOCUMENT BOOK 5 KRAUCH

Doc. No. 555

A N T V E R P I A

Radiators Metalux

KETELS VENTOCALOR

UWE, R.F.

OMZB R.F. H/FH

L. ROELANTS

KRIJGSBAAN 179 MORTSEL - ANTWERP

30 December 1943,

Herr Dr. Kniepmoyer

Union Rheinische Braunkohlen Kraftstoff A.G.

Wesseling.

Germany.

This is to ask your forgiveness that no representative of our firm has paid your plant a visit for such a long time,

However, we cannot spare anybody at present, because we have too many orders of the German Wehrmacht to complete. We expect that you will understand.

Furthermore, we want to inform you that when our manager comes on his vacations, we always discuss all matters with him, and that he submits them to your firm or the workers as soon as he has returned to Wesseling.

In conclusion, dear Herr Dr. Kniepmoyer, we wish to extend our best wishes on the occasion of the New Year,

Faithfully,

signed: Signature.

For the authenticity of the above copy.

Nuernberg, dated 29 December 1947.

signed:

Dr. Bootzher

Attorney at Law

DOCUMENT BOOK 5 BRAUCH

Doc. No. 556

50 g	50g	50g	100 g	25g	25g	50g	50g
Bread	Bread	Bread	Pork	Cereals	Cereals	Meat	Meat
-----	-----	-----	or	AZ 71	AZ 71	---I---	---I--
50 g	50g	50g	80g Lard	25g	25g	8.1. -	8.1. -
Bread	Bread	Bread	AZ 71	Cereals	Cereals	4.2.45	4.2.45
-----	-----	-----	8.1. -	AZ 71	AZ 71	-----	-----
50g	50g	50g	4.2.45	-----	-----	50g	50g
Bread	Bread	Bread	-----	100g Pork or	25 g	Meat	Meat
-----	-----	-----	-----	-----	-----	-----	-----
50g R	50g	50g	80g Lard	Cereals	-----	8.1. -	8.1. -
Bread	Bread	Bread	AZ 71	8.1. -	AZ 71	4.2.45	4.2.45
-----	-----	-----	4.2.45	-----	-----	-----	-----
50g R	50g R	-----	-----	-----	-----	50g	125 g
Bread	Bread	-----	-----	-----	-----	Meat	Butter
-----	-----	-----	-----	-----	-----	-----	-----
Jam	175 g	-----	-----	-----	-----	8.1. -	4.2.45
8.1. -	4.2.45	I	71	1. Week	-----	4.2.45	I
-----	-----	-----	-----	valid from 8.1. till 4.2.45	-----	AZ 71	AZ 71
500g Bread R	-----	-----	-----	-----	-----	-----	-----
or 375 Flour	-----	-----	-----	-----	-----	62,5 g	-----
8.1. -	4.2.45	-----	-----	-----	-----	Cheese	-----
Ic AZ 71	-----	-----	-----	-----	-----	8.1. -	4.2.45
-----	-----	-----	-----	-----	-----	I	AZ 71
500g Bread R	-----	-----	-----	-----	-----	-----	-----
8.1. -	4.2.45	-----	-----	-----	-----	5g	5g
Ic AZ 71	-----	-----	-----	-----	-----	5g	Margarine
-----	-----	-----	-----	-----	-----	-----	-----
500 g Bread R	-----	-----	Name:.....	-----	-----	-----	-----
8.1. -	4.2.45	-----	Town:.....	-----	-----	5g	5g
Ic AZ 71	-----	-----	Street:.....	-----	-----	5g	Margarine
-----	-----	-----	-----	-----	-----	-----	-----
W1	W2	W3	Instead of 2 bread coup-	Milk	Skimmed Fresh	5g	5g
8.1.	8.1.	8.1.	one without R 75g of	AZ	Milk	Margarine	-----
till	till	till	wheatmeal can be ob-	71 period	71 period	5g	5g
4.2.45	4.2.45	4.2.45	tained	-----	-----	Margarine	-----
-----	-----	-----	-----	-----	-----	-----	-----
W 4	W 5	W 6	-----	I	-----	-----	-----
8.1.-	8.1. -	8.1. -	-----	Potatoes	5g	5g	-----
4.2.45	4.2.45	4.2.45	-----	8.1. -	4.2.45	Margarine	-----
-----	-----	-----	-----	AZ 71	-----	-----	-----
-----	-----	-----	-----	-----	-----	-----	-----
225 g	-----	-----	225 g	50 g	-----	-----	-----
Sugar	-----	-----	Sugar	Substitute Coffee	-----	-----	-----
8.1. -	4.2. 45	I AZ 71	8.1. -	AZ 71	-----	-----	-----
-----	-----	-----	-----	-----	-----	-----	-----

For the authenticity of the above copy,

Nuernberg, dated 29 December 1947.

signed:

Dr. Boettcher

Attorney at Law.

Loy, No. 657

Copy.Firm of PAROS
Hoydebrook-AuschwitzSeal:
G.B. Chimie
17 March 1944

Di Mo So PT Bu S.

Mr. Roger Zoll

Hoydebrook, 8 March 1944

Chief of the Group PAROS

9 Rue du Delta, Paris 8th, distr.

Dear Mr. Roger,

I have the honour to inform you that the following three men, Poeg Ronb, Chavanie Jean, Le Mauff Joseph, have not been accepted by the I.G. Farben in consequence of a very strict medical examination, where they were classified as too weak for work. These men have arrived here last Saturday 4 March and are returning to-day, 8 March. According to informations obtained we could, if those men have passed a medical examination in Paris, claim reimbursement of our expenses either from the G.B. Chimie, or from the labor allocation office. Besides, Le Mauff Joseph has already a certificate of disability, and has been compelled, according to his statements, to go to Germany after a summons to the Mayor's office of his district.

These men are entitled to no wages,

.....
our to foreign service allowances from the I.G. Th. reported connected
with the return journey will be borne by us, I pay to them 70 RM each for
their journey, likewise, I paid out to them on account 10 RM each on Monday
6 March as a first instalment.

I went to Auschwitz yesterday and the day before and had various talks
with the Assessor Schneider and the accountants department.

Firstly - In conformity with the instructions you gave me previously,
I asked Herr Schneider that our workers be returned partly to Blechhammer,
partly to Heydebreck, as we had not been able to reinforce our strength by
the end of February.

This Herr Schneider refused categorically. He asked me to tell you
that during his journey in France he had gained the certainty that we were
able to recruit workers in order to increase our labor strength. He would be
pleased if we showed our good intentions by sending to the Auschwitz plant
about 20 more workers. I did not fail to inform him of the actual difficult
in France, as far as the recruitment of labor is concerned.

2nd, CONDITIONS OF THE REGULATION

I informed him at the same time about the agreement reached between
you and Dr. Handloser of the G.B. Chimie

DOCUMENT BOOK 5 KRAUCH

Doc. No. 557

concerning the payment of 1 RM 60 per hour.

He proved intractable in this matter. He pretends that he would pay us by the scale of 1 RM 95, as provided in the agreement, as soon as we abided by the clauses of that contract. In particular, as far as the labor strength was concerned, the arrival of 20 workers would be sufficient.

I pointed out to him that we were unable to remain any longer in such an unclear position with regard to our terms of payment. He then repeated the proposition he had made before to pay us on the same scale as the French firms of Auschwitz, i.e., 58 per cent over and above the wages of the worker (foreign service allowance not included.)

I had invoices made out by Rodier according to those terms (temporary invoices), in order to realize some money, and I reserved the right to claim the differences in case of an improvement in the terms.

I am, dear Monsieur Rogier,

Yours very sincerely

(signed:) Tardieu

Certified true copy!

Nuremberg, 29 December 1947.

(signed:) Dr. Bootzhoer

Attorney-at-Law.

.....
Enterprise for Roofing Lead-coating Heating

E T A B L I S S E M E N T S J. ASLL

.....
Main Office
9, Rue du Delta - Paris
(9th)

..... Seal:

..... G.B. Chemic Initials

..... 17 March 1944

..... Paris, 16 March 1944
RZ/JL

Dr. Hangleiser,

G.B. Chemic,

6, Rue Arsonic Houssay

PARIS

.....

Dear Sir,

Forwarding you enclosed herein copy of a letter of Monsieur Tardivel,
concerning the Hoydorck and Auschwitz plants I should be very much obliged
to you for taking action accordingly.

May I, incidentally, remind you that in spite of our agreement with
Dr. Eckart I have still not received from Blochhammer the record of the
hours paid (IRM 6). On the other hand

DOCUMENT BOOK 5 KRAUCH

Doc. No. 557

the accounts of Bau 102 are still not settled.

Looking forward to your reply, I am, dear sir,

Yours faithfully

For the Group "Farce"

The Manager

(signed) R. Zoll

Seal:

Group "Farce"

9 Rue du Delta, 9

Paris

Paris (90)

1 copy

Certified true copy.

Nuernberg, 29 December 1947.

signed: Dr. Scottcher

attorney-at-law

Be Paris
Be Halle
T5 T6

1 August 44

Stamp:

G.B. Chemie
11 August 1944
IT5 Rdt Di Mo Be PT Bu S
061764/44

Assignment of the Laborie Company, Paris, in your
Oerberg/Mari Plant

To the
Deutsche Sprengchemie G.m.b.H.
Building Department

Berlin / 9

Linkstr. 25

From this French assignment there still remained 17 workmen
who were to be taken over by you as your employees. In
consideration of the danger resulting from this for the
entire employment of business firms, I cannot agree to a
transfer of workers to foreign firms whose assignments
were procured through my mediation. I request, therefore,
that these 17 workers be sent back again to the Laborie
Company, and more specifically to the latter's assignment
with the I.C. Farbenindustrie, Wolfen Film Factory. Since
you were thoroughly dissatisfied with the performance
of these people and for this

reason also refused to conclude another contract with Laborie, their removal ought not to represent any substantial loss to you.

I request you to have that sent to Olfen immediately and to notify me when this has been done.

By order
signed: Guanther

Stamp: Sent
1 August 1944 V

I certify that this is a true and correct copy
of the preceding document.

Munich, 29 December 1947

signed: Dr. Boettcher
Attorney at Law,

E x c e r p t

from

D I E N Z E I T U N G
An American Newspaper for the German People

3rd Year/ Number 88

3 November 1947

FRENCH RECRUITS GRANTED
Allied Authorities Can Stop Emigration

By our correspondent Francois Gerard

Paris. - Especially great importance is being attached at the Juri d'Orsay this week to the recruitment of foreign workers in Germany. Correspondence between the French Foreign Ministry and the Occupation Authorities in Bizotnia recently settled the recruitment of Germans for work in France and led to the agreement that the French may engage workers for France under the supervision of the competent Occupation Authorities and by applying through the German Labor Offices.

There is an important difference between the agreement with the British Zone and the one with the American. In the former, half of the first 50,000 recruits must consist of displaced persons; there is no such restriction for the U.S. Zone. Moreover, the total number of the persons to be recruited

is unlimited. However, the following points must be considered in connection with the recruitment: Minors are excluded from recruitment -- a condition which is expressly approved at the *uci d'Orsay*, since France has the greatest interest in the increase of the German coal production. Furthermore, the Commanders of both Zones have the right to stop the emigration to France of workers belonging to certain categories in case the development of the German economy should be endangered by further emigration.

The agreements reached include the provision that those Germans who contract to work in France may have their families come after them and remain with them for the duration of their working contract. The contracting parties, who are placed on the same level with French workers in all conditions, can also have a part of their wages paid to their families in Germany. That presents no difficulties inasmuch as the French authorities have sufficient funds in marks at their disposal in Germany. At present, however, negotiations are still in progress as to whether France must indemnify the Bizonian authorities in dollars for the sums accruing for payment in this way.

Besides dealing with the recruitment problem the French Foreign Ministry also defined its position toward the export of German coal. It first welcomes the fact that the production of coal

in Germany has exceeded the rate of 280,000 tons a day so that exports can be increased 21%. On the other hand, it regrets that it was not yet possible to formulate the agreement which was outlined in Berlin during the negotiations of the exports on the export of coal and coke to France. These negotiations were concerned with extending the "sliding scale" of exports over 31 December 1947 and over the level of 370,000 tons daily production and were now concluded. The export of coke to France was also achieved, but a difficulty arose in the wording of the report on the negotiations. The wish was expressed on the Anglo-American side that in connection with the new agreement France should withdraw her objections to the plan of 29 August 1947, which was concerned with raising the level of German industrial production. The French Foreign Ministry does not think that it can accede to this wish, since as before it is of the opinion that this level should be fixed by the Conference of the Four Foreign Ministers in London.

I certify that this is a true and correct copy
of the above document.

Nuernberg, 29 December 1947

signed: Dr. Bottcher
Attorney at Law.

Document Book V Branch

CERTIFICATE OF TRANSLATION

13 January 1948

We, Ludwig Heymann, 35096, Hanna D. Cicichman, A-443029,
Joseph L. Goosor, B 397933, Fred Solomon, A-446622,
Robert Hoffmann, 20162 and John B. Robinson, X-046350
hereby certify that we are duly appointed translators
for the German and English languages and that the
above is a true and correct translation of the Document
Book V Krauch.

Ludwig Heymann
35096

Fred Solomon
A-446622

Hanna D. Cicichman
A-443029

Robert Hoffmann
20162

Joseph L. Goosor
B 397933

John B. Robinson
X-046350

"End"

Case 6
Defense

THE TRIBUNAL VI
CASE VI

DOCUMENT BOOK VI

for

Prof. Dr. Carl KRAUCH

Presented by his
Defense Counsellor
Dr. Conrad BOETTCHER
Attorney at Law

Temp



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Document Book VI for Prof. Dr. Carl KRAUCH, Case VI

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68		Affidavit by Attorney at Law Dr. Wilhelm Tepo. TEPZ accepted 1942 from Reich's office the task of procuring barracks as well as clothing, and food for the voluntary foreign workers. In many cases proper housing could be secured. The barracks were normal Reich Labor Service barracks, as they were in use for German workers of the Reich Labor Service. Housing was not the duty of Gobocher. In spite of that Prof. Krauch took a part in it. Gobocher considered himself obligated to supervise the work of workers in the interest of a human contract. Gobocher obtained the specialist for community-feeding Bayor as a collaborator. He visited plants to examine conditions and bring about improvements. Later on conference of all important Ford Administrators (Verpfleger) of the more important plants, called together by Gobocher and pointing to the great responsibility inherent in the employment of foreign labor. Creation of a Food Commission, issuance of directives on feeding by Gobocher with subsections and references of all kind. Same as travels on order of Gobocher. Agents of Gobocher in the individual districts (Betriebsbezirk) supervised the adherence to directives and subsections. In order to improve situation of foreign workers, negotiations with numerous unions. Attempts to put Eastworkers on the same basis of federations like the other foreign workers. Care for clothing of foreign workers not the task of Gobocher. Nevertheless interference by Gobocher in	

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68		<p>favor of foreign workers, achieving of extraordinary successes. Own recruitment office. Continuous distribution quite considerable quantity of textiles of all kinds and shoes to foreign workers.</p> <p>Altogether millions worth of goods were used for foreign workers. Prof. KRÄUCH always very interested in all these questions. During his travels especially convinced of the poor situation regarding foreign workers.</p>	1 - 6
10		<p>Affidavit by Dr. Albrecht Goiss, Dr. KRÄUCH's social interest.</p> <p>DR. KRÄUCH regularly expressed himself in favor of treating the foreign workers humanely that they be treated, housed and fed and for their families cared for as well as possible."</p>	7 - 9
558		Correspondence of Goebel on Food commissions of Goebel.	10 - 39
104		<p>Affidavit by Dr. Fritz GOERMART, technical director of Goering's special train used as headquarters, of 1.1.1949. Dr. Goermart was involuntary witness to a conversation between Dr. Todt and Dr. Syrup on the construction of the Buna-plant Auschwitz.</p> <p>"Thereby it was expressed that a decision by Goering would be necessary for the reason that Prof. Ernach so far insisted to draw on the resident population and additional export workers from Germany in order to construct the project.</p> <p>Both gentlemen</p>	

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104		mentioned thereby that apparently Krauch made this demand in regard to what kind of workers should be used, because he wanted, by the employment of German indigenous personnel, to keep this plant in line with the other IG-plants, to preserve the interests of the I.G., while Himmelfor's demand to use K.Z. inmates obviously intended to secure also in this economic sector the influence of the SS. Apparently both gentlemen intended to mediate between those two opposing opinions resp. to solicit a proper order by "Soering".	39 - 40
81		Affidavit by Dr. Gerhard Ritter to Exhibit 1513 (Letter of Pohl to Kranefuss).	41 - 42
42		Affidavit by Dr. jur. Ferdinand Seiron, Dusafhr as in the plants cared for by Gebachon, KZ inmates were employed, this occurred without collaboration of Gebachon.	43
96		Affidavit Dr. Josef WOLINICK, commissioner of Gebachon at the Landeswirtschaftamt (National Office for Industry) Wien for Austria, of 30 Dec. 1947. Confirmation that Gebachon did not mediate the use of KZ inmates. "Insofar as we ourselves procured workers for the construction projects, it was only a matter of voluntary foreign workers, who came to Germany by way of the so-called Firmen-Missate".	44 - 45

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Prof./Carl Krauch, Case VI

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19		Affidavit Dr. Walter Schieber, "Not in one single case did the Goebenovic ask of me or support the use of KZ inmates, throughout my activity at the Reich Ministry for Armament and Warproduction."	46
9		Affidavit Dr. Gerhard Ritter, Visit of Auschwitz by Krauch. "Neither at work on the construction project nor while visiting the KZ camp in Auschwitz did we observe acts of brutality or violence against the KZ inmates. What we saw on the construction camp at Auschwitz, in no way corresponds - except for the inmate clothing - to the descriptions of to-day regarding conditions on the construction projects and in the KZ camp in Auschwitz. The camp installations appeared to be entirely proper. This contradiction I can only explain by assuming that the SS, then, showed us only those parts and installations of the camp, that made a favorable impression. In no way did the fact thereby become known to me or Prof. Krauch that inmates were murdered at Auschwitz."	47 - 48
29		Affidavit by Dr. Gerhard Ritter, Opinion to the letter of Goebenovic of 13.1.44 to Kohrl - Exhibit 477, "Krauch objected to the taking over of plants by the SS with	

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29		the observations: Under the police-stick no work is possible. If Krauch favored the use of Russian prisoners of war in the industry, then he did that, in order to improve the lot of Russian prisoners of war. Instead of sitting around idly in camps and perhaps poorly cared for, it was better for the Russian prisoners of war to work in the industry, where they were better housed and fed.	49 - 51
15		Affidavit Johannes Lohkell of 15 Dec. 47 regarding the origin of Prof. Krauch's letter to Hitler of 27 July 1943 (Exh. No. 1526, Ex. 1, Doc. B, 79 P. 53; Germ. Doc. Book 79, Page 60). After the conference I explained to Hitler once more briefly the superiority of the synthetic material, as was our opinion, especially in respect to the current demand on workers, compared to gainin. of rubber from Kola's plants. As I recall, he then said approximately: Well, if you should then have to build another factory, I shall help you out with workers. No request on my part or on order of Goebelovitch has been made in this question. Prof. Krauch was informed of this and then the letter under discussion was drafted, which in view of the existing latent tensions between the representatives of Buna and of	

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13		the Mokanye/Rubber confirmed the conversation in particularly polite form. As I recall it, the words: "I have been particularly blessed" are to be considered, in view of the situation then, as a mere courtesy gesture towards the SS-Fuehrer Hitler who at that time was extremely influential. It was of importance to make sure that Hitler's special representative for plant-rubber should not basically oppose the building of another Buna plant that eventually might become necessary".	52 - 55
21		Affidavit by Georg Guenther "Gebechancie prevents that thousands of workers, who in view of the provisions then in force should have been housed in KZ camps - which had not been the case so far in the plants - were housed in 'KZ-camps'."	56 - 57
93		Copy of the protocol on the conference regarding working stiff Geilenbor, - Muasto of 27 and 28 July 1944 in Tuerbinjen. <u>Arbeitseinsatz</u> (Use of workers): Workers for the whole construction project through OT (Organization Todt). <u>Arbeitskraefte</u> (Working force): For other work through the plant director 58 - 72	
38		Affidavit by Hans-Joachim Fhr. von KRUEGER, Interference by Krueger in favor of KZ inmates on construction projects at Schoenberg, although Krueger had nothing to do with the construction order and construction job. 73 - 74	
37		Affidavit Dr. Leo VOLK.	

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37		"At this conference Dr. SENNEWALD on order of Krauch pointed out that the housing and clothing of the prisoners was bad. After the conference Dr. Sonnewald told me personally that upon order of Krauch he had to go from Erfingen to Berlin immediately since Krauch was extremely agitated because of these conditions. As far as I know these faults were remedied to a great extent, especially I know, that clothing and one truck of medicals were sent from Berlin to Wuerttemberg." 75 - 76	
47		Affidavit Prof. Dr. H.E. GRIMM, On Krauch's interference in favor of Jewish collaborators. 77 - 78	
80		Affidavit Dipl. Ing. Wilhelm SIMLAT on Krauch's commanding professional abilities and his charactertraits, as well as his attitude toward the Jewish question. 79 - 81	
56		Affidavit Dr. Franz LAPPS. "For Krauch factory and family took precedence over everything else. He kept at heart the welfare of his collaborators. Also in bad days he proved a true friend and counsellor. Krauch repeatedly helped colleagues, who were Jews or had Jewesses as wives, to obtain positions abroad in order to help them that way in their difficult plight." 82 - 84	
69		Affidavit Dr. Hermann LEUCHS. "Krauch in several cases helped Jewish collaborators by active interference. Also in saving his Jewish wife from	

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69		"arrest by the Gestapo. He received order to present himself for a penal camp of the OT for non married to Jews. According to the practices of the Gestapo it was to be expected that by his delivery into the OT camp the fate of his wife would be sealed also. Prof. Krauch obtained reportedly his deferment and in the same manner saved 9 core colleagues from the OT camp. Krauch offered help, in case that steps should be taken against the wife of the affiant."	85 - 89
53		Affidavit Prof. Dr. John E. Scott, Decisive part played by von Krauch in freeing him from forced labor with the organization Todt.	90 - 91
49		Affidavit Dr. Robert HASENCLEVER. "In January 1936 I received in New York news that upon order of Krauch I should return to Germany and that my position there will be filled by Dr. Carl Mueller, a close collaborator of Krauch for many years, who for racial reasons was no longer acceptable in Germany. This exchange then took place in March 1936."	92
105		Affidavit by Arnold GUHR of 24 Dec. 1947. "Here Prof. Krauch supported my endeavors to protect my Jewish wife from the persecutions of the Nazi regime in the most selfless manner."	93

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46		Affidavit by Hedwig LUBBERGER, Aid to Half-Jews by Krauch 1933 after 1933 and 1937	94 - 95
59		Affidavit Dr. Albert ERNST, Rescues of his son who was half Jewish, by Prof. Krauch from arrest by the Gestapo.	96 - 98
54		Confirmation by Dr. Hans GIERLICH of 24 September 1946 regarding application by Prof. Krauch to Hirshler in the interest of th Jewish year-long member of the Aufsichtsrat of the IG, Geheimrat Dr. Arthur von WEINBERG.	99 - 100

DOCUMENT BOOK VI KRAUCH
DOCUMENT No. 68

Dr. W. T o p e
Attorney at Law

Frankfurt on Main
Weserstrasse 63

Telephone: 31865

Postal Checking Account Frankfurt on Main 146147

A f f i d a v i t .

I, Attorney at Law Dr. Wilhelm T o p e, Frankfurt on Main, Weserstrasse 63
(private address: Oedornweg 138 III) have been warned that I render myself
liable to punishment if I give a false affidavit. I declare in lieu of an
oath that my statements are the full truth, and that they may be made to be
submitted as evidence to the Military Tribunal at the Palace of Justice in
Nuremberg.

In 1942 I was assigned by chance to the Reich Office for Economic Expansion
in Berlin, and was assigned to the department Kirschner of the Plenipotentiary
General for the Chemical Industry. There, I was put in charge of the section
for procuring, maintaining and repairing equipment as well as clothing and food
supplies for the foreign workers as specified below.

1. R u n g o n s a n d R u n g e n _ e q u i p m e n t .

Already before my assignment there, the procurement of instruments etc.
was the task of the Plenipotentiary General for the Chemical Industry.
Immediately after I assumed my duties there, however, the so-called instrument
contingent (Baracken-Kontingent) of the Plenipotentiary General for the
Chemical Industry was discontinued; instead, the Reich Ministry Speer
assumed the task of securing the billets.

and allocating them to the individual plants. Consequently, the task of the Plenipotentiary General for the Chemical Industry was confined to intervene in all such cases, where bottlenecks occurred concerning the allocation of billets. In this connection numerous negotiations with the competent department of the Reich Ministry Speer had been conducted, respectively with the Organization Todt, which was subordinated to the Ministry. Thus, it was possible in many cases to secure a pleasant accommodation. These nutrients were regulation German Labor Front nutrients, as they were generally in use for German employees.

2. Food supplies.

The supervision of the food conditions was not in the hands of the Plenipotentiary General for the Chemical Industry, but was taken care of by the factory managements, respectively their officials and the German Labor Front as such. Nevertheless, Professor Krueich initiated that he was consulted in such matters. Often this happened to the displeasure of the German Labor Front, which considered itself slighted in its jurisdictional sphere. However, the Plenipotentiary General for the Chemical Industry felt obliged to supervise the welfare program in the interest of humane treatment of the work and of sustaining a maximum interest and pleasure in the work. On this basis the Plenipotentiary General for the Chemical Industry, as initial step, engaged the specialist for communal feeding, of the Dynamit A.G., works A. Nobel & Co., Treisendorf, Herr Bayar. He was instructed to visit the plants built in accordance with the chemical production plan to study conditions there,

DOCUMENT BOOK VI KRUCH
DOCUMENT No. 68

and to bring about improvement by advancing suggestions and advice. Later on, the Plenipotentiary General for the Chemical Industry dissociated himself from Herr Beyer, and instructed Herr Prokurator Wiens, who was in charge of the whole of the IG factories installations in Ludwigshafen, to take over the above-mentioned task, till that in the hands of Herr Beyer. Already at New Year 1942/43 the Plenipotentiary General for the Chemical Industry called a conference of the leading gentlemen in charge of food supplies of all the more important plants under the Plenipotentiary General for the Chemical Industry, mentioning on that occasion the great responsibility inherent in the employment of foreign workers. Besides, a food committee was formed, which convened several times. A number of measures were discussed, and above all, intensive discussions were held to secure an effective control in the plants, in order to ascertain that the allocated quantities were really used for the benefit of the foreign workers. Furthermore, the Plenipotentiary General for the Chemical Industry designed food pamphlets, which, for a certain period, were forwarded to the various plants, and which contained suggestions and hints of all kinds. Above all, Herr Wiens travelled frequently in behalf of the Plenipotentiary General for the Chemical Industry, in order to assist the plants and to take checks there. The representatives of the Plenipotentiary General for the Chemical Industry in the various welfare branches had been instructed to supervise the execution of the directives and suggestions which had been submitted by Herr Wiens. In order to improve the lot of the foreign workers, a great number of negotiations have been conducted with the

Horticultural-Economic Association (Gartenbau-Wirtschaftsverband), the Potato Economic Association (Kartoffel-Wirtschaftsverband), the wine growers' Economic Association (Weinbau-Wirtschaftsverband), and above all, also with the Reich Food and Agricultural Ministry, in order to achieve food improvements, although conditions for the German population were constantly deteriorating. Special emphasis was laid on the fact that the Eastern workers should be on the same footing as the other foreign workers concerning the distribution of food rations.

2. Clothing.

It was not the task of the Plenipotentiary General for the Chemical industry either, to arrange for the clothing of the foreign workers. On the contrary, the Reich Economy Ministry and the economy offices considered it their inalienable task to direct and meet demands in this field. But on one hand, the workers in general - but especially the Eastern workers and Italians - arrived very badly clad, and on the other hand the above-mentioned authorities did not prove to be fully capable to take really decisive and sufficient measures for the supply of the foreign workers in the plants built in accordance with the chemical production plan, the Plenipotentiary General for the Chemical Industry intervened, too, to assist the foreign workers, and has been extremely successful in this respect. He succeeded to have himself recognized by the Reich Economy Ministry as

official purchasing agent, and thus he was able to allot the purchased quotas to himself, although he normally did not have the first-mentioned function. In this way, quite considerable quantities of supplies of all kinds, as well as footwear, could be allocated to the various plants for their foreign workers.

This extremely far-reaching care on the part of the Plenipotentiary General for the Chemical Industry not only touched off numerous differences with the jealous provincial economy offices, but beyond that, caused the German employees to complain by stating that the foreigners were better supplied than they, who could only fall back on their points ration cards, and did not receive anything at all. The total amount ran up into the millions, which were used for the foreign workers. Professor Krauch was always greatly interested in these matters, and, during his travels, ascertained for himself how the foreign workers fared regarding the supply situation.

Frankfurt on Main dated 12 November 1947

(signed:)

Dr. Wilhelm Tops

I hereby certify and attest the above signature of Herr Attorney at Law Dr. Wilhelm Tops, Frankfurt on Main, Wiesstraße, 63.

Frankfurt on Main

Dated 12 November 1947

(signed:) Heinrich von Rospatt.

DOCUMENT BOOK VI KRAUCH
DOCUMENT No. 68

For the authenticity of the above copy.

Dr. Gerhard Boettcher
Attorney at Law

- TRANSLATION OF A PUBLIC DOCUMENT NO. 10 -
OFFICE OF COMMISSIONER OF CIVILIAN AND MILITARY
COURTSHIP

Arztbuch No. 10
Exh.

E f f i c i e n t .

I, Dr. Albrecht ... e i s s , residing at Heidelberg, Holzstr. 21,
have been duly warned that I am liable to punishment for making
a false statement. I declare on oath that my statement is
true and made for submission as evidence to the Military
Tribunal, Palace of Justice in Nuremberg, Germany.

Until April 1945, I was director of the labor department
(Gefolgschafftssabteilung) of the IG-Werk Ludwigshafen. However,
I simultaneously had the functions of a referent (executive)
with the central social office of IG, called "Büro Vertreter",
under the direction of Dr. Mortrems, and under the jurisdiction
of Dr. Christian Schneider. My special task there was the
handling of the plant housing department, the plant old-age
assistance, and the expenses of welfare arrangements, etc.

In this capacity I often visited Berlin, where I dealt with
executives working for the General Plenipotentiary Chemistry,
especially as regards housing procurement for the workers' complements
of the new works supervised by Prof. Dr. Kruach. I often took the
opportunity to visit Prof. Kruach whom I knew from his work as director
of the Oppauer Werk, especially since he was most interested
in my activities in various social spheres, whence I informed
him of the progress of this work. I not only found him to be
most sympathetic, but also received from him numerous

(page 2 of original)

suggestions. These demonstrated to me how very much he was
interested in an active social works policy.

He was particularly interested in the works settlement scheme,
whose particular sponsor he ^{was} since the large settlement
project for old permanent workers could get under way in
Ludwigshafen, through his instigation in 1935. In addition to
the thousands of workers' apartments and such houses as were
erected by the cooperative building societies founded by me
in 1926 and 1935 in Ludwigshafen and Lohne, this project now
provided for the construction of thousands of one-family houses
which became the property of the workers together with garden-
plots of 1000 square meters on loaning the services
of IG. This arrangement was made in German industry for the
first time, for the purpose of rooting the German worker to the
soil and to make him landed property owner, as security against
communist influences.

TRANSLATION OF KRASUCH DOCUMENT NO. 10
CONTINUED

Krasuch No. 10
Exh.

(page 2 of original cont'd)

During my conversation with Prof. Krusch in his Berlin office, he used to ask continuously about experiences with foreign workers and about the steps taken for their welfare. Moreover, he regularly stated that he highly valued the most humane possible treatment, accommodation, food, and leisure-time supervision of those foreign workers.

In conclusion, I wish to say that but a few of the German
(page 3 of original)

industrialists within and without IG whom I met during my activity, including those men within the Reich Group Industry, disclosed as much positive understanding and as much initiative in the sphere of social care for the personnel as Prof. Krusch.

Nuernberg, 24 November 1947

(signed): Lr. Albrecht Weiss

The above signature of Lr. Albrecht Weiss, residing at Aeuidulburg, Holtkestrasse 21, signed in my presence, is hereby certified and witnessed by me,

Nuernberg, 24 November 1947

(Signed): Donrich von Rosett

CERTIFICATION OF TRANSLATION

10 December 1947

I, George Goodman, No. 34 789, hereby certify that I am thoroughly conversant with the German and English languages and that the above is a true and correct translation of Krasuch Document No. 10.

George Goodman,
No. 34 789.

- 2 -
" END "

To Herr Dir. Dr. WEISS

Economic Division 4 Aug. 1942
W/M

Meeting of the Food Supply Committee at Gebechen,
Berlin on Thursday, 30 July, 1942.

The greeting of Lt. Col. KIRSCHNER was followed
by the speeches of

Frau Dr. SCUBIN, Research Institute for Cold Storage,
Magdeburg,
about "Storing and Preserving Vegetables and Fruit".

Herr BLAER, Ammonia Plant Magdeburg GmbH,
about "Organization of Food Supplies and Management of
Storage at the Leuna Plants".

Herr BAYER, Dynamit-Aktien-Gesellschaft,
report on the food situation for the winter 1942/43.

All three talks were interesting and offered some new
ideas. Since pertinent literature was also handed out
I have brought back a lot of ideas which we can use in
the installation of the supply camp. A copy of the mi-
nutes of the meeting is to be delivered later.

Herr Dr. LINK, Ludwigshafen then spoke about adding dry
ice in cooking to preserve the vitamins.

We are mainly interested in the fact that I had an oppor-
tunity, even before the session, to speak with Herr
BLASCH about the feeding of the Eastern workers.

(page - 2 - of original)

Herr BLASCH told me that he forwarded such complaints as I presented almost daily to the Plenipotentiary General for the Allocation of Workers, and that everything was being done to bring the authorities in charge to our point of view. When, in the course of the session, the care of the Eastern workers was also discussed, I presented my point of view. Then Herr Dr. ZEPERNIK, the deputy of Reich office chief MENDE of the DAF (German Labor Front), spoke. He pointed out that the same complaints came not only from all the camps of the DAF in Germany, but also from the industrial camps, so that I had only confirmed what was being said generally. He emphasized that Dr. LEY would take up this problem with the agencies concerned in the near future, because it was impossible to delay this matter any longer.

I then expressed our desire that after the reduction of the bread ration in the community camps, that the old regulation of the Reich Food Estate, according to which only bread loaves which could be divided by 500 grams could be baked, should be rescinded. A new decision has already been given that the loaves of bread could be divided by 400 grams.

signed: W.

D. Herr Prok. HOPPLAHL
Herr SCHMID
Herr BLAL

Certified true copy of above document.

Nuernberg, 12 Dec. 1947

signed: Dr. DOETTCHER
Attorney

The Representative for the Four Year Plan
The Plenipotentiary General Berlin W 9
for Special Questions of Chemical Products, 8 Oct. 1942

Ref.: I T5 Dr. T. / Da.

Schallmühlstraße 128
Tel.: 12 00 48

Diary No. 154855/42
In reference to:

Teletype: 01-113
Cable address: Gobec

Subject: Questions of Food Supply.

Herr
Director Dr. WURSTER
I.G. Farbenindustrie A.G.

Ludwigshafen/Rhine

My dear Herr Dr. WURSTER,

Due to the extreme importance which must be given to the constant care of the camp and plant kitchens at the sites of new construction and the plants of the planned chemical production installations, I have asked Herr Prokurator WIENS, in his capacity as a member of the Food Committee which was formed by my office, to assist me temporarily by visiting such plants which soon to require supervision and advice on food questions.

(page - 2 - of original)

Herr WIENS was kind enough to agree to take over this job, subject to your consent, which would require that you could release Herr WIENS about every 2 months for an inspection trip of 8-10 days.

In consideration of the numerous problems and difficulties connected with billeting and feeding, which the plants have to cope with today, I would be very grateful if you would grant my request and notify me of your consent to the intended use of Herr WIENS.

O Heil Hitler!

By order of

signed: KIRSCHNER

Certified true copy of above document.

O Nuernberg, 12 Dec. 1947

signed: Dr. BOETTCHER

Attorney.

DOCUMENT BOOK 6 KRAUCH
KRAUCH-DOCUMENT No. 558

Dr. Carl WURSTER

I.G.Farbenindustrie Aktiengesellschaft

Ludwigshafen a.Rh., 12 Oct.
42.
Telephone No. 6496

To

Lt. Col. KIRSCHNER

Berlin W 9

Scharlachdstrasse 128

Subject: Questions of Food Supply
Your letter dates 8 Oct. 1942

Ref.No.: I T5 Dr. T/D, Diary No. 154855/42

My dear Lt. Colonel,

I am basically in agreement with the employment
of Herr Prokurst WIENS to take care of matters concerning
the camp and plant kitchens in the new constructions and
the plants of the Gobochem. Since Herr WIENS' time is
already taken up to a great extent by his work here it
is intended that, according to the situation, he shall
also use his deputy, Herr Karl SCHMID, in these matters.

Heil Hitler

signed: WURSTER

Certified true copy of above document.

Nuernberg, 12 Dec. 1947

signed: Dr. BOETTGER
Attorney.

8. Dec. 1942.

By order of the

Plenipotentiary General for Special Questions
on Chemical Products

I visited the Carpathia-Oil-A.-G., Lomborg.

Administration in Lomborg/ Wednesday, 2 Dec. 1942.

Present: Herr General Director GROSSE

Herr Director MALS

in absence of Herr Prokurist MULLER, his
colleagues as export advisors: Herr HEINDEL and Herr
STREMP.

It could be seen from the papers turned over to me by
Gebechem-Berlin, that no food supplements had been allowed
the plant kitchens. Therefore the rations for the non-
German workers were very skimpy and resulted in poor
work accomplishments.

I was to attempt to get food supplements for the plant
kitchens from the different agencies. To my great surprise I found out that in the meanwhile the desired
supplements had been authorized by the Food Office in
Lomborg, and that now the rations issued by the plant
kitchens were sufficient to satisfy the workers. Be-
sides this, the plants have been recognized as defense
plants. The management was surprised over my visit and
said that it was to have been made over 1/4 year ago.

I was not able to find out why Berlin had not been notified that the food supplements had been granted in the meanwhile. Herr Director GROSSE asked me, since I was there, to inspect the existing plant kitchens in the vicinity. I found out the amounts of the supplements for the plant kitchens from the expert advisors.

Only non-German workers were fed by the plant kitchens. The supplements per month and per person eating are:

600	gram	marm
240	gram	fat
600	gram	cereals etc.
240	gram	flour .

Furthermore, 100 kilogram of potatoes per person were retained for the plant kitchen from the potato allotment. With these supplements it is possible to serve, on working days, one additional stew or a thick soup.

The price is 50 groschen, which is RM 0.25. At the present time there are 12000 persons being fed in Group East. The supplements are greater than those issued in the Reich, because the basic food ration for non-Germans is very small. It is, per month:

	<u>Group A</u>	<u>Group B</u>
Flour	7 600 g	5 300 g
Meat	1 200 g	800 g
Cereals etc.	800 g	400 g
Pot	240 g	125 g
Sugar	240 g	100 g
Marmalade	840 g	840 g
Coffee substitute	250 g	200 g
Eggs	20 eggs	16, according to allotment in Nov 42

Besides this, there were special allowances of laundry supplies and liquor. The rations for one month are stored in Lemberg against receipts and brought to the plants by the truckload. In order to effect a just distribution of the rations the plant was recognized as a selfsufficient agency (Selbstversorgungsbetrieb). Therefore it was necessary to install food issuing points in the individual districts. Delivery was made against coupons and cash payment.

The employees of the plant were given, per year, 350 kg of potatoes and a further 100 kg for members of their families. The total requirement was 6 300 tons and was delivered in full and divided, whereby the amounts due the plant kitchens were held back. German citizens are fed in clubs at all plants. Compared to the Reich, the rations are very large and amount, at present, per month to:

Mort	2 400	g
Fct	1 170	g
Bread	10 300	g
Cereals etc.	1 000	g
Sugar	1 000	g
Marmalade	800	g
Eggs	16	each
Liquor	1	liter

The clubs can use the ration cards and are therefore in a position to provide a very good and ample board.

The club, with its kitchen, is also in the Administration Building. The dining rooms are friendly and clean and well managed. In the club kitchens the cooking is done in zinc lined pails, because there are no cooking pots, nor are there any to be found. This condition should be rectified as quickly as possible.

Thursday, 3 Dec. 1942.

Since Herr Prokurist MUELLER had not yet returned from his trip, I had the opportunity to visit the plants by car with Herr Director GROSSE.

1.) Stryi Plant.

Plant Manager: Dr. HINZE.

There is a small, modestly appointed factory kitchen available there for 180 persons, as well as an officers' mess for 10-12 persons. The cook in the factory kitchen understands her trade; on that day there was a good vegetable soup with homemade noodles.

I also inspected the distributing center and the stockroom. The food is being issued at the prescribed prices.

2.) Drobobycs Plant - South Refinery.

The plant manager was away on a journey and I was shown around by Office Superintendent Krause.

There were 3 rather small built-in cooking pots available there.

On that day there was: thick soup consisting of lentils, beans, cabbage and potatoes.

It might be recommended that the leguminous food be issued separately in order to have greater variety in the diet.

3.) Boryslav Plant.

I drove to this plant with Prokurist Jungo. Together with the manager there, Herr Weitz, we discussed in particular the question of installing factory kitchens. The gentlemen are likewise of the opinion that since the plants are separated from each other by very great distances it would be most expedient to construct several kitchens. The construction of a central kitchen, as was first intended, was abandoned because the

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problem of transportation to the various centers run into difficulties, and moreover the necessary transport containers are not available or cannot be procured.

Therefore, the installation of smaller kitchens for a capacity of 400-1000 each in the neighborhood of the main plants is to be recommended. Up to 10 kitchens are to be installed in the entire district. All non-German employees receive one factory meal daily, which is issued either before or after the beginning of the shift.

I gave Manager Holtz the names of the supplying firms involved in the installation of the factory kitchens and said that I was also ready to furnish any further information on request. The officers' mess there makes a very good impression; a married couple are in charge of the factory kitchen and the officers' mess too. However, in the near future an additional trained worker is to be employed for the factory kitchens. There are no community camps, since the workers live in the vicinity.

On the return trip to Lemberg I gave Director General Grosser a report on my impressions and the conferences with the various factory managers. Here Grosser again assured me that the food was now satisfactory in all plants. He said that the installation of the factory kitchens was guaranteed. The

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construction would be carried out as quickly as possible.

On the same evening I also commenced my return trip to Berlin and made an oral report on the morning of 5.12.1942 to the Plenipotentiary General, for the Chemical Industry, Berlin, to Dr. Topc in the absence of Lt. Colonel Kirschner.

signed: Schmid

I certify that this is a true and correct copy of the above document.
Nuernberg, 13 December 1947.

signed: Dr. Bootzcher

Attorney at Law,

DOCUMENT BOOK 6 KRAUCH

Doc. No. 558

C o p y

The Commissioner for the Four Year Plan
The Plenipotentiary General
for Special Questions of Chem. Production

Berlin 6 9, 19, 2, 1943
Saarlandstr. 128

Ref. No. 1 T5 Dr. T./Da.

Journal No.: 3389/43

Ref.: Telephone conversation on 16.2.1943

Subject: Meeting of the Food Committee

Herr

Prokrist Wiens

I.G. Farbenindustrie A.G.,

Ludwigshafen/Rhine

Dear Mr. Wiens:

On the basis of the verbal agreements made with Manager Moehlen and Dr. Hackstein the meeting of the Food Committee will now take place on 4.3.1943 at 9:30 o'clock.

The invitations to both gentlemen, as well as to the firms listed below:

Aktiengesellschaft Sachsische Werke, Zwickau

Aktiengesellschaft Sachsische Werke, Böhlitz

Aktiengesellschaft Sachsische Werke, Hirschfelde

Braunkohle-Benzin A.G., Böhlitz

Gebr. Giulini G.m.b.H., Ludwigshafen

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Johann Benkiser U.m.b.H., Ludwigshafen

Dr. F. Raschig, Ludwigshafen

Chomärcks Albert, Wiesbaden-Biebrich

have been sent out in the meantime; Herr Brueckner has likewise received an invitation from the head management of the Aktiengesellschaft Sachsische Werke, Dresden.

I have informed all participants, except the plants located in Ludwigshafen and Wiesbaden, that you will kindly undertake to procure hotel rooms or sleeper berths for the return trip if those requests are sent to you in time. I would be especially grateful to you if you could also have a sleeper berth reserved for Lieutenant Colonel Kirschner and Dr. Tops for their return on 4.3.1948.

I am enclosing herewith the program for the day.

I will give you the exact number of participants later. A total of about 20 - 25 persons should appear.

I should now like to express to you my most cordial thanks for undertaking to make the arrangements.

By order:

1 enclosure

signed: Kirschner

I certify that this is a true and correct copy of the above document.

Nuremberg, 12 December 1947.

signed: Dr. Bootzher

Attorney at Law,

DOCUMENT BOOK 6 KRAUCH

Doc. No. 558

C o p y

Program for the Day
of the Meeting of the Food Committee
in the Administration Building of the I.G. Farbenindustrie A.G.
Ludwigshafen
on 4 March 1943
(Meeting Hall)

Begins 9:30 o'clock

Part I:

- 1.) Discussion of the situation with regard to supplying the plants, with particular consideration of the critical months before the new 1943 harvest.
- 2.) Various matters.

Part II: (with the representatives of the invited plants participating)

- 1.) Report by Prokurist Wiona on the construction }
of the Ludwigshafen and Oppau community camps, }
- 2.) Report by Herr Schmid on the camp missing in }
Ludwigshafen. } 11 o'clock
- 3.) Inspection of the existing installations of the I.G. Ludwigshafen plant. 12 o'clock
- 4.) Lunch together 14 o'clock

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5.) Inspection of 3 social clubs. 16:00 o'clock
6.) Inspection of the Eastern Workers' Camp and issue of evening meal. 17:00 o'clock
7.) General discussion. 18:00 o'clock
8.) Dinner. 19:00 o'clock

I certify that this is a true and correct copy of the above document,
Nuremberg, 12 December 1947.

signed: Dr. Boettcher
Attorney at Law

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Economic

14,1,43

65036

Dr. Tepo Gebochem Berlin

After yesterday's telephone discussion I suggest the following program for the day: 9 o'clock Administration Building Ludwigshafen Meeting Hall
1. Upper story Food Committee, 10 o'clock commencement of the general meeting with Wiens' talk on the construction of the Ludwigshafen and Oppau community camps, Karl Schmidt reports on the Ludwigshafen camp massing, 11:30 o'clock departure for inspection of 2 camps with issue of noon meal, 14:00 o'clock Luncheon for the participants in the Social Building. Inspection of 3 social clubs in connection with this, inspection of the Eastern Workers' Camp with issue of evening meal,
19 o'clock Final discussion. Dinner together.
Following this, if possible to arrange, social evening in recreation building
I expect further details from you.

Wiens

I certify that this is a true and correct copy of the above document,
Nuernberg, 11 December 1947.

Signed: Dr. Beattcher

Attorney at Law.

DOCUMENT BOOK 6 KRAUCH

Doc. No. 558

Ludwigshafen/Rhine, 30.11.43 wa.

Subject: Meeting of the Food Committee at the Gobochom-Berlin, on
Wednesday, 17 November 1943 at 1200.

The supplying of our kitchens with potatoes and the shortening of the potato ration from 7 kilograms to 3½ kilograms per week for the persons fed in the camp threatened to grow into a catastrophe. As a result of this I had requested the Gobochom to call a meeting of the Food Committee. The following gentlemen were present:

Moschler	from Brux
Schohinger	from Louna
Fremdholt	from Louna
Fay	from Blochhammer
"ions	from Ludwigshafen
Kirschner	from Gobochom
Guenther	from Gobochom
Topo	from Gobochom,

At my request Herr Fay was invited separately because I considered it important to have a man present from the Upper Silesian plants.

The discussion revealed the same troubles in all offices, which were substantially increased in the case of several plants who are in a very bad position with regard to vegetables. The Reich Food Ministry has

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provided a somewhat higher flour ration for the areas which did not consume any substantial amounts of potatoes in quantities, so that each man developed the plan for himself in the way in which he thought he could best overcome difficulties.

We in Ludwigshafen believe that we can achieve this most easily if we use meat for the noon meal as well as potatoes and a suitable amount of fat. Bloch-hamor, on the other hand, thinks that the evening meal should be considered the most important and goes light on the noontime soup, in that neither meat nor potatoes nor fat are provided for it. Other plants adopt a middle course. We think that our way is right, because out of the entire rations we allot the following for the noontime soup for 6 soups from Monday to Saturday:

90 grams meat

30 grams fat

125 grams prepared food-stuffs

1000 grams potatoes

About 17:30 we visited the Reich Food Ministry together, where we were received by Ministerial Director Clausen and Ministerial Counsellor Jilfert. We told these gentlemen of our trouble, which culminates in the fact that it is not longer possible, nor will it be so in the future, to satisfy our foreign workers.

The gentlemen were thoroughly receptive to our wishes and showed an understanding of our troubles. However, as a reason for rejecting any possibility of a change, Ministerial Director Gausen says, that the potato crop has brought only a small yield and does not permit an increase in the rations. He stated that he was not in a position to make any agreement to increase the rations for the second half of the winter.

He very definitely refused to allow any further supplementation of the small quantities of potatoes through grain products, since there are no possibilities of doing this.

He promised to give consideration to my suggestion that the allowances for the 56th food category, namely 45 grams of rye flour and 10 grams of prepared food-stuffs, be kept instead of the

30 grams of rye groats

15 grams of prepared food-stuffs

10 grams of rye flour

planned for the 57th food category and inform us about this.

Both Herr Moehlen and Herr Schobinger point out that the local Food Departrn. are trying to prevent a rational economy of reserved

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by thinking that they have to requisition savings in food which are made in favor of a later period of time. Oberregierungsrat Damasch was consulted about this case and he requested details so as to be able to follow up the matter. Here we are proceeding from the idea of saving prepared food-stuffs at the time of the vegetable harvest and then offering them in large quantities for consumption when there are no more vegetables available.

Here too we have already had difficulties, but notwithstanding this we were always able to come to an agreement with the Food Department.

Therefore, even if no practical result came from the conference, nevertheless the discussion gave the participants an opportunity to tell each other about their mutual troubles,

signed: Wions

I certify that this is a true and correct copy of the above document,
Nuernberg, 11 December 1947.

signed: Dr. Bootziger

Attorney at Law,

DOCUMENT BOOK VI ERNUCH
DOCUMENT No. 558

Association Corp Community Marie, Incorporated,

Bitterfeld

Div. initials and numbers

The Chairman

Wolfen(District of Bitterfeld),

12 January 1942

Phone 2641

III/G1.

To the

Directorate of

I.G. Farbenindustrie A.G.

Recoverstamp:
Bitterfeld

Bitterfeld

Secretariate

B i t t e r f e l d

Received 13 Jan. 1942

S initial

On assignment by the Plenipotentiary of the Chemical Industry
an inspection of the living quarters and feeding establishments
located here was made by Herr Karl Bayer, Referent for living
quarters of the Dynamit- A.G. at the Liaison Office Berlin.

About this inspection a report was written and, as instructed,
sent to the Office Prof. Ernach in care of Lieutenant-Colonel
(unattached) Kirschner. I will not fail to send you a copy of this
report for your information.

Heil Hitler!

By order srs. Farber

- Enclosure -

- - -

Certified true copy!

Nuremberg, 13 December 1947

signed: Dr. Boettcher,
Attorney-at-Law

DOCUMENT BOOK VI KRAUCE
DOCUMENT NO. 558

R e p o r t!

On 10 December 1942 I visited the camp and feeding establishments of the I.G. Farben Wolfen-Bitterfeld factory and had discussions with the Prokurator Herr JÖHRESS; the inspection was guided by Dr. ZECKEN of the plant management. At this inspection, the Plenipotentiary of the Chemical Industry, Branch Office Hallo, was not represented.

I wish to report the following details:

- 1) The camp- and feeding establishments are operated by the plant on their own commission and account. The camps and the kitchens and canteens connected with them are incorporated in the "Association Camp Community Maria, Inc., Bitterfeld", whose manager is the chief of the Social Department of the plant. The assistant manager is the district chief of the DAF (German Labor Front), Furthermore, the District Leader of the NSDAP, and other representatives of the authorities are on the Vorstand. I consider this solution a very good one, since by it all the competent offices share in the problems to be solved under the single leadership of the plant.
- 2) There are 3 Residential camps in all which are uniformly run in regard to management and care of the inhabitants. The total housing capacity is about 6 - 7 000 people.

Especially noticeable appear the orderly planning of the camp lay-out, the cleanliness of the camp itself, and the solid foundation of the roads. Much is done in regard to camp embellishment and recreational facilities after work. By these superficial details alone one can see the great interest and the effort of the plant management to raise the camp operation to a high level. The camp leaders excel in good performance and expert knowledge. The auxiliary shops (shoe-repair-, tailor-, barber-shop, etc.) are in good order. They are run by their respective guild and operate as a working association of craftsmen.

Unpleasant is the lack of drying compartments, furthermore the too great distance of the washhouse and the toilets. I would recommend to provide in the washroom in the barracks two urinating bowls, or night toilets. The living-room barracks mostly have regular built-in closets. For a better central ventilation I would recommend to cut open the roof cables at 3 places and to cover the so gained openings with a wire screen.

3.) Only a diminutively small part of the camp's inhabitants (foreign) are on full board. By large the greater part receive a hot lunch and buy everything else in the line of food, themselves, in the commissaries, i.e., they retain their own complete ration books.

to buy the remaining food stuffs.

Those so-called partial boards are in disagreement with the principle that who lives in the camp must also partake of the camp's full boarding provisions.

Beyond this, partial boards present the following disadvantages:

- a) The workers often do not use the ration points for themselves. They turn these points, or the food stuffs obtainable by them, over to third persons (e.g., relatives), or sell them.
- b) The workers use them before the time they become valid. It often happens that, due to unwise rationing of the food-stuffs meant for them, they consume them already at the beginning of the week. On the other hand, a front part of the general ration points becomes invalid, because they do not know what to do with them.
- c) The workers attempt to cook by themselves with alto/other unsuitable means. This cooking does not guarantee a complete utilisation of the food stuffs and constitutes on the other hand, an increased fire hazard.
- d) In the sale of rationed food stuffs the canteen operators realize too large a profit (by contract, they are permitted to calculate 5% weight losses, while the usual rate is only 2%) by standards of value and weight, because,

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in the sale of meats and fats, they also receive them 8% in the form of ration points.

- c) By the introduction of feeding on a full board basis, which alone is in agreement with existing orders, meaning that every camp inhabitant surrenders his ration book, a better and also more wholesome utilization of the food is realized. The cutting and other losses, which are figured at 5%, can then be eliminated entirely.
- f) Finally, the system of full board feeding leaves a saving of personnel insofar as all those persons employed until now in sorting and collecting the ration points will become superfluous.
- 4.) The introduction of full board feeding requires, of course, the following premises:
 - a) The capacity of the kitchens must be increased considerably by procurin; sufficiently large cooking vessels, tilting frying pans, and larger oven, kitchen devices. One calculates for each full boarder a requirement of 1.7 - 2 litres of cooking kettle capacity.
 - b) The food stuff store rooms must be greatly enlarged. A spacious cellar is under construction, right now. The storage of food stuffs would have to be centralized.

A quantitative record is to be kept in the form of a card index close to the storage place of the goods, the financial accounts are to be kept in the office of the operating department.

- 5) Regarding the calculation, the present condition of correct and exact establishing of costs and proper accounting, etc. deserves full praise. All in all, the operating department has well trained employees working with enthusiasm and an open mind. To be sure, the introduction of full board feeding means the orderly solution of the following details:
- a) Meal tickets by the weekly book system
 - b) Sale of meal tickets
 - c) Tobacco ration cards in the meal ticket book,
 - d) Camp, or perhaps boarding, cards to avoid unauthorized feeding.

The necessary information for this may be found in my book "The Operation of Living Quarters and Plant Kitchens" (Die Betriebsführung der Wohnhäuser und Werkküchen) (Published by A.

Bütteler, Berlin W 50, Nuernberger Str. 14). Partly, some good

beginnings are visible in this direction.

- 5) Conditions *minima qua non*, however, of a smoothly running full board feeding and orderly housing are
 - a) that the three plant managements wishing to house and

- - - - -

feed their workers in camps will acknowledge the necessity for the camp and adjust themselves to the exigencies of its operation.

b) that the building contractors are kept to observe, closer than was usual till now, the specifications of the management of ~~maximum~~
the Camp Community, Inc., Possibly it is recommendable to append additional
clause to the contract of construction, and to introduce a penalty
for breach of contract.

Only when all persons concerned work hand in hand can a successful camping and boarding operation be guaranteed. Looking at it this way, a camp is not like a bothersome appendix or a necessary evil, but rather a valuable auxiliary plant of the whole enterprise, entrusted with the great job of housing the working man well and feeding him even better, two prerequisites to well functioning use of labor.

In conclusion I am of the opinion that the camp makes a good impression, and that a reasonable solution in the direction of my proposals may easily be obtained, since the Social Department under the guidance of Herr Prokurator JUERSS was of good will and performed excellently in the field of housing and feeding.

Berlin, 15 December 1941.

B/Fr.

signed: B a y e r ,

DOCUMENT BOOK VI KRAUCH

DOCUMENT No. 558

I.G. FARBNINDUSTRIE AKTIENGESELLSCHAFT

BITTERFELD

D i r e k t i o n

To Herr Dir. Dr. Lang initial
To Dir. v.d. Bey initial
To Social Department Bitterfeld initial

Rubber stamp:

Social Department

Bitterfeld

and back to

Received 19 Jan. 1942

initial

Bitterfeld, 18 Jan. 42

Secretary

Certified true copy!

Nuernberg, 13 December 1947

signed: Dr. Boettcher,
Attorney-at-Law.

DOCUMENT BOOK VI KR-MUCH
DOCUMENT No. 104

Affidavit.

I, Dr. ing. Fritz Goerzenert, domiciled at Karlsruhe, Parkstrasse 38, having been warned that I should render myself liable to punishment by giving a false affidavit, state and declare in lieu of oath that the following statement is the truth to the best of my knowledge and belief and is being made in order to be submitted as an evidence to the Military Tribunal at Nuernberg.

- 1.) I was the technical manager of the special railway train which served as headquarters to the former Supreme Commander-in-Chief of the Luftwaffe, Goering, from the beginning of the war until 1945.
- 2.) I have been shown the documents NI 1240, Exh. 1417 and NI 11086, Exh. No. 1422. To this I make the following statements: In my capacity as technical manager of the aforementioned special railway train I was, at the beginning of 1941, involuntary witness of a conversation between the former Reich Minister Dr. Todt and the former Undersecretary of State, Dr. Syrup. Those two gentlemen were waiting in the dining-car, in order to make a verbal report to Goering in the course of the journey in the special train. On this occasion they talked about the construction of a new plant for the production of Buna (synthetic rubber) and in this connection the word "Auschwitz" was mentioned, so that it must have concerned the construction of the Buna plant of Auschwitz mentioned in the documents shown to me. Since as a technician, particularly also in the field

DOCUMENT BOOK VI KRAUCH
DOCUMENT No. 104

of transportation, I was interested in Bunn, I still recollect the details of that conversation. The conversation showed that the two gentlemen intended to submit the labor problem to Goering for his decision. In this connection the fact was stated that a decision from Goering was necessary for the reason that Prof. Krueck had until then insisted on the project being carried out with the local population and some additional skilled workers from Germany. The two gentlemen mentioned in this connection that Krueck obviously had been putting forward this request concerning the labor to be used for the reason that he wanted to keep this new plant within the compass of the other IG plants by employing a mixture of German personnel and indigenous labor, so as to preserve the interests of the I.G., whereas Himmler's request to employ concentration camp inmates, obviously served the purpose of securing the influence of the SS in this economic sector also. It appeared that the two gentlemen wanted to act as intermediaries between the two divergent opinions, or got an appropriate order from Goering.

Karlsruhe, 1 January 1948

(signed) Fritz Goermert

The above signature of Herr Ing. Fritz Goermert, domiciled at Karlsruhe, Parkstrasse 38, executed before me, Attorney-at-Law Heinrich von Rospatt, is herewith by me attested and certified.

Karlsruhe, 1 January 1948

(signed) Heinrich von Rospatt
(Attorney-at-Law)

DOCUMENT BOOK VI KRAUCH
DOCUMENT No. 81

Affidavit.

I, Dr. Gerhard Ritter, at present at Nuernberg, Palace of Justice, having been warned that I should render myself liable to punishment by giving a false affidavit, declare in lieu of oath that my statement is the truth and is being made in order to be submitted as an evidence to the Military Tribunal in the Palace of Justice, Nuernberg.

As a former collaborator of Professor Dr. Carl Krauch I know that the requirement lists of the Gabcenko (General Plenipotentiary Chemistry) were sent out to the authorities which were dealing with the allocation of labor and to other offices concerned, so as to draw their attention to the number of workers additionally required on the various construction sites. Those so-called requirement lists were also regularly sent to the branch specialists (Fachbeamten), thus also to Herr Kronefuss, as he was performing an activity similar to that of a branch specialist, and, in his capacity as Vorstand member of the Braunkohle-Borsig AG, was particularly interested in the questions of labor allocation in the sphere of mineral oil. Kronefuss had offered on his own initiative to exert his influence with the labor allocation authorities.

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DOCUMENT No. 31

As it has never come to my knowledge that the Gebachemie ever requested concentration camp prisoners on its own initiative, I believe that in this case too it was Kraefuss, who decided of his own accord to suggest the employment of concentration camp prisoners on account of the requirement lists of the Gebachemie, the more so because as a member of the SS he was likely to have had personal connections with Pohl, who was generally in charge of the utilization of concentration camp prisoners.

Nuernberg, 12 December 1947

(signed) Dr. Gerhard Ritter

The above signature of Dr. Gerhard Ritter, at present at Nuernberg, Palace of Justice, executed before me, Attorney-at-Law Dr. Hohrich von Rospatt, is herewith by me attested and certified.

Nuernberg, 12 December 1947

(signed) Hohrich von Rospatt
(Attorney-at-Law)

Certified true copy!

Nuernberg, 15 December 1947

signed: Dr. Bootzchor
Attorney-at-Law

TRANSLATION OF DOCUMENT KRAUCH NO. 42
Krauch No. 42 Exh. No.
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

AFFIDAVIT

I, Dr. jur. Ferdinand von SOIRON, resident of Bonsberg (22a), Fasanenstr. 20, have been warned that I am liable to punishment for making a false sworn declaration. I declare on oath that my statement is true and given in evidence for use by the Military Tribunal in Nuremberg.

1.) From 15 December 1939 until 1 October 1941 I was with the Plenipotentiary General for Chemistry/Group Transportation, and from 1 October 1941 until the end of the war I was regional commissioner assigned first to the land of Saxony and later in the province of Saxony.

In my districts lay the hydrocarbon plants of the Brabag and, belonging to IG, the Baum Werke, Buna Werke Schkopau, IG Bitterfeld and the Dye factory of Hofren.

2.) As far as concentration camp inmates were employed in the plants subordinate to the Plenipotentiary General for Chemistry, this was, as far as I know, only the case in the work of the Brabag. This employment took place without the cooperation of the Plenipotentiary General for Chemistry.

Cologno, 7 November 1947.

(signed) von Soiron

The above signature of Dr. jur. Ferdinand von Soiron resident of Bonsberg (22a), Fasanenstr. 20, was appended before me, ie hereby certified and witnessed by me.

Cologno, 7 November 1947

Heinrich von Haeppe
(Attorney at law)

CERTIFICATE OF TRANSLATION

12. December 1947

I, George GOODMAN No. 34789, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of document Krauch 42.

George GOODMAN
No. 34789

- 1 -
"END"

DOCUMENT BOOK VI KRAUCH
DOCUMENT No. 96

Affidavit.

I, Dr. Josef Wollnik, domiciled at Aschau/Chiemsee, No. 9, being aware that I should render myself liable to punishment by giving a false affidavit, declare in lieu of oath that my statement is the truth and is being made in order to be submitted as an evidence to the Military Tribunal at Nuernberg, Palace of Justice.

- 1.) From October 1940 until 4 April 1945 I was delegate of the Gebeckenie with the Vienna Agricultural Office for Austria.
- 2.) Although the Gebecken (General Plenipotentiary Chemistry) had, in the area of Austria to look after large construction sites, e.g. IG Moesbierbaum (mineral oil, magnesium etc.) Nitrogen works Ostmark at Linz, Leichtmetallwerke (Light metals works) Enns, etc., I am able to confirm that the Gebecken was no party in the employment of concentration camp prisoners for those construction works. As far as we procured labor for those construction sites ourselves the workers concerned were voluntary foreign workers only, who came to Germany by way of the so-called allocation through firms (Firmeneinsatz).

Nuernberg, 30 December 1947

Josef Wollnik

DOCUMENT BOOK VI KRAUCH
DOCUMENT No. 96

The above signature, executed by Dr. Josef Wollnick, domiciled at
Aschau/Chiemgau No. 9 before me, Attorney-at-Law Dr. Heinrich Rospatt,
is herewith attested and certified by me.

Munich, 30 December 1947

Heinrich von Rospatt
(Attorney-at-Law)

Certified true copy:

Dr. Oskar Boettcher,
Attorney-at-Law

TRANSLATION OF KRASCH DOCUMENT NO. 19
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Krasch No. 19
Exh. No. . .

Affidavit

I, Dr. Walther Schieber, at present in Nuernberg, have been duly warned that I render myself liable to punishment if I make a false statement in an affidavit. I declare under oath, that my statements are true and were made, in order to be presented as evidence to the Military Tribunal in the Palace of Justice Nuernberg.

- 1.) I know Professor Krasch from my 12 years with IG Farbenindustrie, from his activities with the Reich Ministry for Economic Development and from my responsible position in the Reich Ministry for Armament and War Production.
- 2.) The plenipotentiary general for special questions of chemical production did not demand from me or support in a single case the allocation of concentration camp inmates to industry, during my term of office in the Reich Ministry for Armament and War Production, i.e. between February 1942 to October 1944.

Neither has it ever, to my knowledge that the plenipotentiary general for chemistry had done so earlier or later.

Nuernberg, 13 November 1947 (signed:) Walther Schieber

The above signature of Dr. Walther Schieber, at present Nuernberg, Palace of Justice, appended before me, is hereby certified and witnessed by me.

(signed:) Heinrich von Rosenthal
(attorney-at-law)

Nuernberg, 13 November 1947

CERTIFICATE OF TRANSLATION

11 December 1947

I, John Posberry, No. 20179, hereby certify that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of Krasch document No. 19.

John Posberry, No. 20179.

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- TRANSLATION OF KRAUCH DOCUMENT No. 9
OFFICES OF CHIEF OF COUNSEL FOR THE DEFENDANT

Krauch No. 9
Exh.

A F F I D A V I T

I, Mr. Gerhard Ritter, now in Nuernberg prison, have been duly warned that I am liable to punishment for making a false statement. I declare on oath that my statement is true and made for submission as evidence to the Military Tribunal, Palace of Justice in Nuernberg, Germany.

I recently visited to Auschwitz in 1943 during which I accompanied Prof. Dr. Karl Krauch on an inspection of the I.G.-Werke building site, and subsequently on an inspection of the Kz-Lager (Konzentrationslager) in Auschwitz. On that occasion I observed the concentration camp prisoners at work on the sites. Neither at work nor in the camp of Auschwitz did we observe any brutalities or forceful measures against the AZ-prisoners. The conditions which we witnessed on the building sites and in the Auschwitz camp, with the exception of the prisoners clothes, did not correspond in any way to the current descriptions of the conditions at the building sites and in the concentration camps of Auschwitz. The camp installations gave an entirely satisfactory impression.

We can only explain this difference by saying that at that time/must have shown us only those parts and installations of the camp, which

(page 2 of original)

made a favorable impression.

In no way were Prof. Krauch or myself made aware of the fact that prisoners were murdered in Auschwitz.

Nuernberg, 26 November 1946

(signed): Mr. Gerhard Ritter
(Signature)

The above signature of Mr. Gerhard Ritter, now at Nuernberg prison, signed in my presence, is hereby certified and witnessed by me.

(signed) Heinrich von Seepolt.

~~TRANSLATION OF THE DOCUMENT NO. 9
CONFIDENTIAL~~

Krauch No. 9
Exh.

CERTIFICATE OF TRANSLATION

10 December 1947

I, George Goodman, No. 34 789, hereby certify that I am thoroughly conversant with the German and English languages and that the above is a true and correct translation of Krauch document No. 9.

George GOODMAN,
No. 34 789,

Affidavit.

I, Dr. Gerhard Ritter, at present in Nuernberg prison, have been duly warned that I render myself liable to punishment by delivering up a false affidavit. I declare on oath that my statement is in conformity with the truth and is being made to be submitted as evidence to the Military Tribunal in the Palace of Justice Nuernberg.

- 1.) From May 1936 until the end of the war I was the collaborator of Prof. Dr. Carl Krauch in the Reich Office for Economic Development and in his capacity as General Plenipotentiary Chemistry.
- 2.) With reference to the letter of the General Plenipotentiary Chemistry, dated 13 January 1944, to President Kehrl as chief of the Raw Material Office in the Reich Ministry for Armaments and War Production (Exhibit 477), I make the following comment: At that time, it became known to me that the referent for labor allocation questions in the Armament Ministry had complained to the chief of the Planning Office who was in the position of authority, Herr Kehrl, that on the part of the General Plenipotentiary Chemistry efforts were afoot too in the sphere of the recruitment of labor in the form of voluntary employment of foreign firms with their foreign specialists. Because of this complaint, Kehrl had turned to the General Plenipotentiary Chemistry, the letter mentioned at the beginning contains the attitude of the General Plenipotentiary Chemistry to this problem. Obviously it was a matter of importance to the General Plenipotentiary Chemistry formally to retain ^{before} the possibility,

as previously also in the sphere of labor allocation, to move in the direction which he himself desired. For this reason the composer of the letter, which as I can see from the style immediately is composed not by Prof. Ernau^{ch} himself but by a referent (the dictation sign OK used to be taken frequently by the referents if Prof. Krauch was to sign the letter personally), gave a detailed account of all categories of workers in question to a certain extent in the form of a comprehensive catalogus. If the employment of concentration camp inmates is mentioned in this account too that is to be understood only as an example since the General Plenipotentiary Chemistry as far as I remember had no direct influence on the employment of concentration camp inmates. In the case of Auschwitz too I have no recollection that the General Plenipotentiary Chemistry had marked for the employment of concentration camp inmates. As far as I remember concentration camp inmates were to be employed near Auschwitz to the sites or plants which were under the jurisdiction of the General Plenipotentiary Chemistry just after May 1941 when the big air attacks on the hydrogenation plants took place. This allocation however was not carried out then by the General Plenipotentiary Chemistry since at that time the Geilenberg Program⁹ was already in operation whereby competence to deal with these questions too was transferred from the General Plenipotentiary Chemistry to Geilenberg.

3.) The fact that the General Plenipotentiary Chemistry

DOCUMENT BOOK VI KRAUCH
DOCUMENT No. 29

did not concern himself with the employment of concentration camp inmates as I have clearly described is in conformity moreover with Prof. Krauch's attitude which is known to no personally. He held that work performed under duress was undorthy. In this connection it occurs to me too that Prof. Krauch opposed the taking over of plants by the SS with the remark, no work is possible under the police cudgel. If Prof. Krauch used his influence on behalf of the employment of Russian prisoners of war in industry then he did it, as I know from his utterances, so as to improve the lot of the Russian prisoners of war in this way. Instead of sitting inactive and possibly ill at ease for in camps, it was better for the Russian prisoners of war to work in industry where they were better housed and fed.

Nuernberg, 31 November 1947

signed: Dr. Gerhard Ritter

Above signature of Dr. Gerhard Ritter executed before me Attorney Dr. Heinrich von Roepatt is hereby certified and attested by me.

Nuernberg, 31 November 1947

signed: Heinrich von Roepatt

DOCUMENT BOOK VI KRAUCH

DOCUMENT No. 13

Affidavit.

I, Johannes E c k e l l, Dr. phil. analytical chemist, living in Doldesheim/
the Palatinato, Weinbachsiedlung 5, have been duly warned that I render
myself liable to punishment by delivering up a false affidavit. I declare
on oath that my statement is in conformity with the truth and was made
to be presented as evidence to the Military Tribunal in the Palace of
Justice Nurnberg, Germany,

I give the following explanation as regards the origin of Ernreich's
letter to Himmler dated 27 July 1943.

The office for German Raw and Synthetic Materials had already in the
year 1937 within the scope of the scientific research promoted by it,
taken up the question of obtaining rubber from the well-known Russian
Koksnyys plants. The research work was carried out by Professor Edorff
in the Kaiser-Wilhelm-Institute Muencheberg on a relatively extensive
scale. The aim of the labors was to get, apart from the plant-chemical
selection of suitable stocks (Dichtestorme) an exact knowledge of the
quality of the rubber thus acquired. The Muencheberger experiments made
only very slow progress. Independent of these experiments, at the
instigation of the manager of the Volkswagen works Dr. Laffortz,

DOCUMENT BOOK VI KRAUCH
DOCUMENT No. 13

Prof. Hess, Berlin took up these investigations whereby those gentlemen awakened, through Robert Ley, the interest of Himmler and later of Hitler himself for these experiments. The relatively difficult position in the production of natural rubber and the optimistic reports of this group had produced the impression with Himmler and therefore with Hitler too, that by means of Koksagyc the natural rubber problem would be solved in a short time. Thereupon in June/July 1943 the special commissioning of Himmler by Hitler in all questions of obtaining rubber from plants took place. A sequel to this commissioning was a discussion by all interested parties at Himmler's headquarters in East Prussia which took place about the middle of July 1943. I was ordered to take part in this conference as competent referent of the General Plenipotentiary Chemistry. The General Plenipotentiary Chemistry was repeatedly reproached on account of the small amount of interest which he took in these undertakings, because in Himmler's opinion, the General Plenipotentiary Chemistry believed that the existing difficulties of rubber supply could still be solved with the help of Buna alone.

After the close of this meeting I personally once more expounded briefly to Himmler the existing superiority of the synthesis contrasted with the obtaining of rubber from Koksagyc-plants especially in view of the current need for workers. Then as far as I remember he expressed himself something to this effect: Well, if you must build

DOCUMENT BOOK VI ERNAUCH
DOCUMENT No. 13

yet another factory I shall help with workers,

No request on my part or on behalf of the General Plenipotentiary Chemistry in this question had resulted, moreover, The matter was put before Prof. Ernauh and after that the letter under discussion was drafted, which, in view of the extreme tension existing between the Buna representatives and those of the Koksanys/Rubber, confirmed the discussion in particularly polite form. As far as I remember, the words : "I especially welcomed are to be looked upon, in view of the situation, merely as a courtesy phrase to SS Fuehrer Himmler who / then exercised particular influence, / it was of importance however to ascertain that Himmler as Hitler's special commissioner for plant rubber did not oppose in principle the construction of a further Buna plant which might possibly be required.

Ludwigshafen am Rhein, 15 December 1947

Signed: Dr. Johannes Eckell

Signature on the reverse of the page of Herr Johannes Eckell, Dr. phil. analytical chemist, living in Dierdorf/Palatinato, Weinbergstraße 5, executed before us Dr. Wolfgang Alt, Assistant Defense Counsel, living in Ludwigshafen a. Rh., Bunsenstrasse 4, is hereby certified

DOCUMENT BOOK VI KRAUCH
DOCUMENT No. 13

and attested by me.

Ludwigshafen am Rhein, 15 December 1947

signed: Dr. Wolfgang Alt
Assistant Defense Counsel

Certified true copy of the above document,

Nuernberg, 22 December 1947

signed: Dr. Boettcher
Attorney

TRANSLATION OF KRAUCH DOCUMENT NO. 21
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Krauch No. 21
Exh. No. . .

Affidavit

I, Georg Guanther, residing at Neuhusus 10b Rittingen (22c),
Braicht 19, have first been warned that I am liable to punishment
for making a false declaration on oath.

I declare on oath that my testimony is the truth and that it is
given in order to serve the Military Tribunal in the Palace of Justice,
Nuremberg, as evidence.

From my work with the GBChemie (General vollstaendiger Chemie;
Monopotential Chemistry) I learned that the SS in 1944 demanded
that the workers employed by the Silvian plants who, according to
regulations then in force, should really have been quartered in con-
centration camps, were to be housed in concentration camps, a cir-
cumstance so far neglected by the works.

This involved approximately 15,000 workers about half of whom
worked on GBChemie building sites. In long drawn-out negotiations
GBChemie at last prevailed in its opposition to this demand. In the
beginning when the opposition appeared to promise no success, GBChemie
turned to armaments Minister Speer, asking him to support the op-
position of the GBChemie. The SS granted initially a delay of only
three months for compliance with its demand for concentration camp
quarters, which further extension was applied for by and granted
to GBChemie from time to time.

(signed:) Georg Guanther

Dusseldorf, 8 November 1947

(page 2 of original)

The above signature of Georg Guanther, residing in Neuhusus 10b
Rittingen (22c) Braicht 19, was apposed before me, attorney at law
Dr. Heinrich von Rosett, certified herewith and in witness whereof
I sign:

Dusseldorf,
6 November 1947

Heinrich von Rosett
(attorney at law)

CERTIFICATE OF TRANSLATION

10 December 1947

I, George Goodman, No. 34789, hereby certify that I am
thoroughly conversant with the English and German languages,
and that the above is a true and correct translation of
Krauch document No. 21.

George GOODMAN, No. 34789.

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"END"

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DOCUMENT BOOK 6 KRAUCH

Doc. No. 93

C o p y

Reich Ministry for
Arment and War Production

Berlin, 26 July 1944

Top Secret

16 copies

16th copy

Report No. 43 - August - dated 28 July 1944

Records of the conference concerning the Organisation Staff Goilenborg -
Wusto on 27 and 28 July 1944 at Tübingen in which Edmund Goilenborg
took the chair.

Factory Commissioner.

Factory Commissioner of the Commissioner-General for Measures to be taken
immediately ("Vorortmaßnahmen") is Herr Dr. Zucks, the head of the Deutsche
Borgwerke- und Rüstungsbau-Gesellschaft a.b.H., Berlin-Charlottenburg 2,
Anselmstrasse 99, Telephone 31 80 21,

His deputy in the area is Director Schrapp (until the latter's arrival
Director Wildhagen).

Location of the Administrative Office in Balingen, Local Court,
Telephone 220. Teletype for the present through the DS (Siemens-Schuckert-
Werke) agency.

Counter-Intelligence measures.

Counter-Intelligence Agent is the Deputy Factory Commissioner

DOCUMENT BOOK 6 KRAUCH

Doc. No. 93

Director Schrupp. The latter appoints deputies at the individual construction sites.

OT (Organisation Todt) assignment.

On the part of the OT, Oberbaudirektor (Senior Government Surveyor of Buildings) Dr. Lohmekor, Stuttgart-N., Jaegerstr. 15, Telephone 29 651/55, Teletype O 69 506 is appointed as the responsible man.

Local deputy of Dr. Lohmekor and chief of the legal general management of works is OT-Oberbauleiter (Senior Construction Chief) Suesser, Balingen, Hotel Schwaben, Telephone call in for the present through DBKG (Dautsche Bergwerke- und Hüttenbau-Gesellschaft m.b.H.) the teletype of the DBKG will be used by the OT too.

The OT is responsible for the achievement of the construction tasks in due time. Furthermore the OT has to establish the open work mining and has to carry it on for the first year after its start. The implements necessary for this will be made available by the OT. The implements are to be used according to previous agreement with the Factory Commissioner and Mining Director Bockenbauer. The acquisition of machines and implements by the principal and the equipping of open work mines with them is to be started immediately by purchase. The Factory Commissioner ascertains the number and kind of implements with the OT (Glasson) and Bockenbauer and forwards this list to Dulbau for acquisition - after previous consent by Gailenborg...

1 April 1945 mounting of the implements at the building site.

By order of Gailenborg Bockenbauer is assigned for the

DOCUMENT BOOK 6 KRAUCH

Doc. No. 93

exploration, opening and preparation of openwork shale mining.

Beckenbauor will give to the O^I the necessary instructions for the performance of these works.

Power supply.

Those responsible for the power supply are the feeder up to the low tension terminal of the transformers inclusive is the business of Herr Oberbaudirektor Fleischhauer, Power Supply Swabia, Bibersch/Bics, Telephone No. 441.

The power supply within the plants off the low tension terminal of the transformers is the business of the chief of repair work of the Main Committee Electrical Engineering with the armament Inspection V, Herr Director Guentzel, Stuttgart, Neckarstr. 42, Telephone 42 552.

The installations for construction and operation power supply belong to the distribution of power.

15 August 1944

The Oelbau gives the corresponding orders with exact indications in the plan of the site as to the individual current consumers, stating the required deliveries of current.

No orders for the power supply for construction work are given by the OT.

The necessary buildings for the transformer station inclusive splinterproof protection will be erected by the OT according to instructions given by the District Load Distributor, (after agreement with the local management).

The load distributor can supply current of 6 000 and 380/220 Volts. The OT makes construction implements for 380 Volts available, should it be impossible for the OT, a corresponding transformer is to be erected by the OT or the OT replaces the motors of the construction implements. In the course of the inspection of the ground the sites for the transformers for the construction power supply were determined on the spot and notified to the District Load Distributor.

Water supply.

a) Water for industrial purposes

Regierungsbaumeister (Governmental Architect) Rottweil, Stuttgart, Königstr. 35, Telephone 27 788 (Rottweil, Hochmannsgasse 16) is responsible for the supply of water and the location of the water conduit including negotiations with the authorities concerned.

DOCUMENT BOOK 6 KRAUCH

Doc. No. 93

b) Potable water.

Herr Baurat Seybold, Water Distribution Office Rottweil, who is responsible and in charge of the plan, will do with his technical staff and likewise with the staff of the Rottenburg Water Distribution Office the pegging out and supervision in agreement with the OT.

c) Drainage.

Obbau is responsible and in charge of the plan, execution of work as above for potable water.

Railroad junctions,

C Herr Reichsbahndirektor (National Railroad Director) Zeller, Stuttgart National Railroad Division Management, Abingen National Railroad Construction Department, Telephone 28 51, is responsible.

The National Railroad itself will provide supervision personnel for the work; moreover the necessary specialists will be made available by the National Railroad itself. Instructions will be given to the National Railroad to have material unloaded in case of need outside railroad stations upon request of the OT or of the Plenary Commission.

Allocation of Labor.

a) for the whole construction work by the OT

DOCUMENT BOOK 6 KRÄUCH

Doc. No. 95

b) workers for the other operations by the Factory Commissioner.

By order of Geilenberg the OF, Dr. Lehmkér, discontinued the ordered withdrawal of 1,200 men.

Thereof will be made available for the construction sites on:

1 August 1944..... 1000 men, furthermore

1 August 1944..... 1000 men

(inclusive 200 men BV detachment Stuttgart) furthermore on

10 August 1944..... 1000 men

5000 men

Geilenberg makes available on

16 August 1944 Prisoners..... 2000 men

26 August 1944 Prisoners..... 3000 men

Housing:

a) Since no accommodation is available for an immediate allocation of labor, County Councillor (Landrat) Zeller was given the order to make the following accommodations available on

1 August 1944 ready for occupation:

Rohrberg 300 men

DOCUMENT BOOK 6 HRAUCH

Doc. No. 93

Balingen	900 men
Dormettingen	300 men
Ersingen	300 men
Engstlatt	300 men
Wessingen	300 men
Zopfenthal	300 men
Mehren	300 men
altogether	3000 men

b) Creation of huts.

The site for the hut camps for all plants was determined on the spot during the inspection of the ground. The distance of the hut camps from the construction site will be about 500 metres.

Term for the erection.

25 Aug. 1944 2 huts at each construction site for 250 concentration camp prisoners.

15 Sep. 1944 a further 2 huts at each construction site ready for 250 concentration camp prisoners, that means on

15 Sep. 1944 accommodation in huts, including annexes, for 500 men is to be secured for each plant and each construction site.

Geilenborg has given orders to the OT, Dr. Lehmkopf, to commandeer the respective number of huts in Württemberg and Baden for the above mentioned purpose.

c) Tents.

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Doc. No. 93

Gaillenberg has given orders to Reich Defense Commissioner Dr. Bontz to supply tents for the accommodation of 5000 prisoners.

3 Aug. 1944 Tents put at the disposal of the OT at Balingen.

15 Aug. 1944 made ready by the OT for occupation

20 Sep. 1944 Tents given back.

Feeding:

Feeding on army rations inclusive installation of kitchens in school buildings, huts and tents is the task of the German Labor Front responsible: Dr. Bontz

For the concentration camp prisoners the SS will take charge of the feeding and of the administration of kitchens,
acquisition of land:

The County Councils, Herr Dr. Zoller, assumes the responsibility for the information of the proprietors of the land on which the plant will be erected, to the effect that they have to allow the carrying out of the construction projects on their land.

The Reich Office for Economic Development has been ordered by me to acquire the required land

DOCUMENT BOOK 6 KRLUCH

Doc. No. 93

for the DRHG as trustee of the Reich which will assign the land to the latter proprietors. - The responsible man for the execution is Herr Assoz (Junior Administrator) Grove of the Reich Office for Economic Development. - The respective orders were given to him today by Goißenburg.

Vehicles.

1 Aug. 1944 The DRHG makes 20 trucks of 5 tons with a trailer of 5 tons each available. -

The chairman of the Arment Commission is instructed to give the necessary orders to the NBV (official in charge: Sturmführer Klausen of the Fighter Staff). -

5 August 1944 30 tractors with 2 trailers each by Captain von Arndorff. -

The further needed vehicles will be made available by the Organisation Staff Goißenburg, Standortführer Kornitski. -

29 July 1944 5 passenger cars for DRHG by County Councillor Dr. Zeller. - The OT will take charge of the rolling stock inclusive maintenance of the vehicles and fuel supply.

responsible: Dr. Lohmeyer

Construction implements.

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All construction tools will be made available on time by the Organisation Todt,-

The following time limits are set for the employment of dredgers:

5 August 1944 The first dredger is at the building-site on 5 August 1944,
the last one on

12. August 1944

Situation surveys,

as the accomplishment of the work is first of all a problem
transportation, the paramount requirement is, the most
economical transport of bulk products,-

In order to consider this point of view while setting up the
situation survey, a conference will take place on Wednesday

2 August 1944 at 9.30 A.M. in Luckenwalde at the Firm of Julius Schmidt
where guiding principles will be definitely established in
to matters of transport.

Participants,

Chairman: Dr. Schoefor	Oil construction
Herr Mahner	DBHG
Herr Beekenbauer	(Deutsche Bergwerk und Huttenbau Gesellschaft)

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Doc. No. 93

Herr Classen	Organisation Todt
Prof. Borchert	
Dr. Sonnowald	O.B. Chem
Herr Paessler	O.B. Chem
Borbaurat Wagner Senior Construction Chief) O.T. Einsatzgruppe (Spec. Assignment group)	
Reichsbahndirektor Leller	Reichsbahn (German Railway Director) (German Railway)

8 August 1944 Delivery of the last Situation survey to the DEHG.

Deadline for the different units

Units 1 Nohron

Disadvantage: Oil content of slate 4 %, for this reason instead
of 1800 tons per month only 1400 to 1500 tons per month

Railway connection:

Spur line to German railway track through open country up to
plant approximately 1 000 meter standard gauge track.

11 August 1944 Track laid by German railway ready for operation by employing
O.T. labor for construction of embankment,-

Electric Current:

2 August 1944 Construction and installation of powerhouse for construction
including feed lines, current required for construction 500 kilo
watt, current required for operation 2 200 kilowatt,-

5 August 1944 The district load distributor is to be advised by Mineraloil
to divide this energy to 6000 Volt and 350 Volt,-

5 October 1947 Finishing the plants energy supply installations.

Water supply:

- 1 October 1944 a) water for plant operation from the Wiosatz
16 August 1944 b) water for human consumption from local plants

Unit 2 - Gossingen

- 2 August 1944 Completion of the railway spur. Installation of the switch in the main-track. Corresponding construction of embankments by O.
- Electric Current:

- 5 August 1944 Finishing the construction powerhouse and feed lines
Otherwise as in Unit 1.-

Operation current as in Unit 1.

Water supply:

- a) water for operational purposes for the present from Synzh o. Storkel. The construction of a reservoir is necessary on account of possible water shortage, in order to safeguard the water supply. Size of the reservoir 200 000 cubicmeter, dam 5 500 cement, time for construction according to a statement by the O.T. 6 weeks, inclusive of installations at the building-site

- 1 May 1944 The dam ready for operation.

- b) water for human consumption as in Unit 1.

Unit 3 - Engstlatt:

- 8 August 1944 Completion of the German railway spur line.

Electric Current

DOCUMENT BOOK 6 KRAUCH

Doc. No. 93

as in Unit 1

Water supply

a) Water for operational purposes as in Unit 2

b) Water for human consumption as in Unit 2

Unit 4 Erzingen

3 August 1944 Completion of the German railway spur line

Electric Current

as in Unit 1

Water supply

as in Unit 2

Unit 5, 6 and 7 Pormettingen-West, Center and South

3 August 1944 Settling of the railway connection at the conference at Luckenwalde.

Electric Current

as in Unit 1

Water supply

as in Unit 2

Unit 8 Schönborg

3 August 1944 Settling of the railway connection at the conference at Luckenwalde.

Electric Current

7 August 1944 Completion of the construction powerhouse including feeder
Otherwise as at Unit 1.

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Water supply

- a) Water for operational purposes from the Schlichem-Ville
- b) Water for human consumption from existing feeders.

(Deadline as at Unit 1)

Unit 9 Leopoldshöhe

5 August 1944 Setting of the railway connection at the conference at Luckenwalde.

Electric Current

7 August 1944 Completion of the construction powerhouse
Otherwise as at Unit 1

Water supply

- a) Water for operational purposes from the Schlichem-Ville Dam.
- b) Water for human consumption from local feeders,

(Deadline as at Unit 1)

Unit 10 Dornottingen-North

Deadlines for spur lines and current for construction will be fixed after the conference on 2 August 1944.

Signed: Guilonborg

29 July 1944

Distributor:

- 1) RVK (Reich Association Coal), Gauleiter MURR
- 2) Minister Dr. Schmidt

DOCUMENT BOOK 6 KRAUCH

Doc. No. 95

- 3) Chairman of the Regional Armament Office VA Ortmann
 - 4) Armament Inspection V Ministerial Col Referent Dr. Daur
 - 5) Regional Armament Office Stuttgart, Lt. Colonel, Burkhardt
 - 6) Goilenborg
 - 7) Leidreitor
 - 8) von Kruedener
 - 9) Classon
 - 10) Organisation Todt Special Assignment Group V, Diplom Ingenieur Wagner
 - 11) Organisation Todt, Chief of Special Assignments Dr. Lohmekor
 - 12) Plenipotentiary General for Chemistry Dr. Sonnewald
 - 13) Dr. Kocke
 - 14) Simmat-Oelbau
 - 15) Army Commissioner Schrupp
 - 16) Labor Staff Goilenborg
-

True and correct copy of the above document certified,
Nuremberg, 18 December 1947.

signed: Dr. Bootzbar

Attorney

TRANSLATION OF KRAUCH DOCUMENT NO. 38
Krauch No. 38 Exh.
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

AFFIDAVIT

I, Hans Joachim Freiherr von KRÜDLER, resident of Braunfels (Lahn), Burgweg 105a, have been witness that I am liable to punishment for making a false sworn declaration. I declare on oath that my statement is true and given in evidence for use by the Military Tribunal in Nuremberg.

- 1.) Prior to the outbreak of war I worked with Paper Control and I have taken part in the war as an officer (at first Lieutenant (Lieutenant) later Hauptmann (Captain)) and pilot until 1943. As from May 1943 I was detailed to the Economic Ministry.
- 2.) In this capacity I had to examine the possibility of economic exploitation of oil shale in Germany. In June 1944 'Central planning' had decided on the construction of 10 plants, whereby Prof. Carl Krauch as provisional head of the Reich Ministry for Economic Development had given his expert opinion on the plan. Gellenberg as Plenipotentiary General for Immediate Action had the work carried out. The organization Todt used concentration camp inmates for the building. The inventor of the process, Dr. Sonnewald, who belonged to the Reich Ministry for Economic Development, called me up in

(page 2 of original)

autumn 1944 and told me that the provisions made for concentration camp inmates were unfit for human beings. I went immediately to the building sites, in order to check on the correctness of those statements by order of Gellenberg. During this checkup I found many deficiencies and did my best to improve matters. Dr. Sonnewald thereupon traveled to Berlin and reported to Prof. Krauch on the situation. Prof. Krauch charged Dr. Sonnewald in my presence to request Pohl in his name, with all urgency for immediate cure of these deficiencies which he termed an "unworthy cultural disgrace", and to report regularly on the result. I know that Sonnewald did this and that the conditions through the consequent personal intervention of Pohl who went there himself, improved considerably and immediately as a result, after the inadequacies had been remedied. I would add that Prof. Krauch had nothing whatever to do with the construction order and the execution thereof. His spontaneous intervention, therefore, was due to purely human considerations.

Braunfels 15 October 1947

(signed:) Hans Joachim Freiherr
von Krüdlener

TRANSLATION OF KRAUCH DOCUMENT 58
Krauch No. 58 Exh. No.
CONTINUED

(page 2 of original, cont'd)

Signature
The above of Joachim Froiherr von Kraudorff, resident
of Ernfelds (Lohn), Burgweg 108, is appended before
me, is hereby certified and witnessed by me.

(signed:) Heinrich von Rospatt
Rechtsanwalt

Braunfels, 15. October 1947

CERTIFICATE OF TRANSLATION

11. December 1947

I, George GOODMAN, No. 34789, hereby certify that I am
thoroughly conversant with the English and German languages
and that the above is a true and correct translation
of document KRAUCH No. 58.

George GOODMAN
No. 34789

- 2 -
"END"

TRANSLATION OF KRAUCH DOCUMENT No. 37
Krauch No. 37 Exh. No.
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

AFFIDAVIT

I, Dr. Leo Volk, at present in Nuremberg Court Prison have been warned that I am liable to punishment for making a false sworn declaration. I declare on oath that my statement is true and given in evidence for use by the Military Tribunal in Nuremberg.

1.) From middle 1941 up to the beginning of 1945 I was personal referent and head of the legal division of the staff 8 in the SS economic administrative main office.

2.) In the middle of 1944 Hitler charged SS Obergruppenfuehrer and General of the Waffen SS, Pohl, with the supply of oil for the homebased army and the Wehrmacht. For this purpose Pohl received orders from Hitler to transfer through Gruppenfuehrer Glueck prisoners for the construction of installations for the distillation of shale oil, which was duly done. The Reich office for economic development under Professor Carl Fieisch also took part in the preparation of the construction program.

In November 1944 I was appointed keeper of the record at a meeting of Herr Pohl with Dr. Sonnewald, his representative of Herr Krauch.

(page 2 of original)

By this meeting Dr. Sonnewald pointed out by order of Herr Krauch that the billeting and clothing of the prisoners was bad. Herr Pohl immediately telephoned Glueck and exceptionally ordered immediate improvement and a report of action taken.

After the meeting Dr. Sonnewald personally stated that by order of Herr Krauch he was to go from Brisingen to Berlin immediately, because Herr Krauch was extremely upset about the conditions. As far as I know the shortcomings were rectified to a large extent and I know, in particular that clothing and a wagonload of medicines were sent from Berlin to Wurttemberg.

(signed:) Dr. Leo Volk
of Dr. Leo VOLK, Nuremberg,
The above Signature -/-/-/was appended before me,
is hereby certified and witnessed by me.

(signed:) Heinrich von Rospatt
Rechtsanwalt

Nuremberg, 3. October 1947

TRANSLATION OF KRAUCH DOCUMENT 37
Krauch No. 37 Exh. No.
CONTINUED

CERTIFICATE OF TRANSLATION

11. December 1947

I, George GOODMAN No. 34789, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the document KRAUCH 37.

George GOODMAN
No. 34789

- 2 -
"END"

76

TRANSLATION OF KRAUCH DOCUMENT NO. 47
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Krauch Do. 47
Exh.

Professor Dr. H. Grimm
Disseson am Ammersee
(Obb) Ziegelstadl

M e m o r a n d u m

I, Professor Dr. H. Grimm of Disseson am Ammersee/Oberbayern, Ziegelstadl, have been duly warned that any false statements on my part will render me liable to punishment. I herewith state, on oath, that my statements are true and were made for submission as evidence to the Military Tribunal at the Palace of Justice, in Nuremberg.

- 1.) From 1938 until 1939 I worked as a scientist for the IG Farbenindustrie AG in Ludwigshafen.
- 2.) When I negotiated with Herr Professor Dr. Carl Krauch concerning my employment with the IG in 1938 Dr. Krauch agreed to my bringing along with me my private assistant, Herr Dr. H. Schaff. I mentioned that Dr. Schaff was Jewish and Prof. Krauch replied haughtily that this made no difference and that he would not tolerate any objections by anybody on this point. In line with this attitude Prof. Krauch consented that four Jewish chemists and at least two who had Jewish wives could remain at work in my laboratory without any interference; and those who did not wish to remain in Germany because of general political developments were helped liberally upon their emigration. Prof. Krauch also showed his philo-semitic attitude in his conduct towards Oberimrat Arthur von Einbauer, whom he always treated with great deference.

(page 2 of original)

Herr Dr. C. Mueller who had been Prof. Krauch's immediate collaborator since about 1929 was married to a Jewess. Because of this the situation in Germany became untenable for Dr. Mueller, and the IG at Prof. Krauch's suggestion secured a position in the United States for Dr. Mueller and helped him with his emigration in every way.

Disseson am Ammersee, 1 October 1947

(signed): Dr. H. H. Grimm

This is to certify the above signature.

Disseson/Ammersee, 1 October 1947
Marktgemeinderat p.p. (signed): Lampl
(Lampl)
(Stamp): (Markt Disseson am Ammersee).

- TRANSLATION OF BRAUCH DOCUMENT NO. 47 -
CONTINUED

Krauch No. 47
Exh.

DATE OF TRANSLATION

11 December 1947

I, John Posberry, No. 20 179, hereby certify that I am thoroughly conversant with the German and English languages and that the above is a true and correct translation of Krauch document No. 47.

John POSBERRY,
No. 20 179.

- 2 -
" E.L. "

DOCUMENT BOOK 6 KRAUCH

Doc. No. 80

Essen, 5 December 1947.

Affidavit,

I, Diplom-Ingenieur Wilhelm Simmat, Essen, Ahornstrasse 9, have been warned
that I render myself liable to punishment if I give a false affidavit.
I declare in lieu of an oath that my statements are the full truth, and that
they have been made to be submitted as evidence to the Military Tribunal
in the Palace of Justice at Nuremberg, Germany.

From 1921 till April 1945 I have been constantly in close touch with Herr
Dr. Krauch professionally, and I had the chance to get acquainted with him
intimately, both professionally and privately.

Rarely in all my life did I meet a personality with such outstanding
professional knowledge, and such decent character as he has. I could
especially observe time and again how Herr Dr. Krauch, since National
Socialism came to power, definitely rejected this ideology, often being
at odds with influential political circles, although he not infrequently
exposed himself to possible disciplinary action. If Herr Dr. Krauch
joined the Party at all, he did so, I believe, in the interest of the

chemical industry, and thus served the German economy altogether, whose interests he represented second to none, always bearing the professional viewpoint in mind, and without being ambitious at any time.

I often noticed how he completely rejected well-known Party economic leader such as Koppler, Krausfuss etc. who solicited him because of his efficiency, & how he showed them his contempt. Therefore, I believe that the leading Party circles only tolerated him, because they needed his special professional skills. Before and during the war he often managed to avoid and restrict exaggerated professional demands of leading Party authorities by his superior manners.

As to the Jewish problem Herr Dr. Krauch was always willing to assist Jews & persons related to Jews. As far as I know, Herr Dr. Krauch made it possible that a number of Jewish employees of the I.G. Farbenindustrie, Ludwigshafen, such as Dr. Carl Mueller, Dr. Frankenburg, were transferred to America, in spite of the most unfeigned attacks by Party circles. When things became difficult for me because of my half-Jewish wife, Herr Dr. Krauch always assisted me in a most understanding manner. In conversations I had with Herr Dr. Krauch concerning the Jewish problem,

DOCUMENT BOOK 6 KRAUCH

Doc. No. 80

he never failed to demonstrate candidly his annoyance about Party tendencies.
I never had any doubts concerning his notions and his ideas. Herr Dr. Krauch
was never a real Party member.

signed: Wilhelm Simmat

No. 530 of the document scroll for 1947,

I hereby certify and attest that the above signature of Herr Direktor
Wilhelm Simmat, Essen, Ahornstrasse 9, was given before me, Attorney
at Law Dr. Hedwig Rust in Essen, officially appointed deputy
for the Notary Dr. Walter Ballas, Essen.

Essen dated 5 December 1947.

Seal: Dr. Walter Ballas
Notary in Essen

signed: Dr. Rust, Attorney at

as officially appointed deputy for the
Notary Dr. Walter Ballas, Essen.

Expenses account:

Value:	RM 3.000.—
Fee in accordance with paragraphs 144,28,39 of the Reich Expense Ordinance	RM 4,00
Turnover tax 3 %	RM 0,12

	RM 4,12

The Deputy Notary:

signed: Dr. Rust

For the authenticity of the above copy,

Nuernberg dated 15 December 1947.

signed: Dr. Boettcher,

Attorney at Law,

TRANSLATION OF KRUAUCH DOCUMENT No.56
OFFICE OF CHIEF OF COUNSEL FOR THE GERMANS

Krueuch No.56
Exh. No. . .

Affidavit

I, Dr. Franz Lippé, Heidelberg, No. 26 Albrecht-Bernkastelstrasse, have been warned that I am liable to punishment for writing a false affidavit. I declare under oath that my testimony is the truth and was given for submission as evidence to the Military Tribunal No. 6 in the Palace of Justice, Nuremberg.

- 1.) From 1907 until 1945 I worked first as plant engineer and later as titulary director for I.G. Farbenindustrie A.G. and for the Badische Anilin- und Sodaefabrik, its predecessor, in Ludwigshafen.
- 2.) Dr. Carl Krueuch has been known to me since 1912 when he joined the "Ammonia experiments" department in Experimental Plant 16/35 of the Badische Anilin- und Sodaefabrik. Already at that time he showed signs of being a very energetic, circumspect man. He tackled the most difficult tasks which this experimental plant presented - one had to work under extraordinary conditions, involving work with hydrogen at high temperatures and under high pressures, and he always carried them through successfully. In his contacts with his subordinates he at all times knew how to instill them with enthusiasm for the work.

(page 2 of original)

The devotion with which he went about his work already impressed me at that time. I never found in him any interest for politics although I saw him daily on official business. For him the factory and his family came before everything else. He always was a just superior who had the welfare of his associates very much at heart. In days of trouble he also proved to be their faithful friend.

In the course of the war when Prof. Krueuch worked in an honorary capacity in the Berlin office he never even tried to exert political influence of any kind. I spent a great deal of time with him, and he never spoke to me of political matters. The fact that Prof. Krueuch joined the Party is something which came about without my endeavor on his part; I did not learn about it until very late but even then I never could observe anything which might be termed political campaigning.

- 3.) Reportedly I witnessed cases where Dr. Krueuch saw to it that colleagues who were Jews or whose wives were Jewish were given

TRANSLATION OF KRUAUCH DOCUMENT No. 86
CONTINUED

Krauch No. 86
Exh. No. .

(page 2 of original cont'd)

positions abroad so as to help them in this way in their precarious situation. I have in mind in this respect particularly Dr. C. Waller, of the Ammonium Laboratory in Ludwigshafen Oppau, for whom with the help of Prof. Krauch, a position was found in the United States because he had a Jewish wife. In the

(page 3 of original)

case of some colleagues about whom the authorities created difficulties for racial reasons it was made possible, thanks to the endeavors of Prof. Krauch, for them to remain in their positions. Of such cases I mention those of Dr. Frankenburg, Dr. Bergmann, physicists with Dr. Hochheim. Dr. Lohs, of the Nitrogen Plant was also permitted to remain at his post there although his wife was a Jewess.

Heidelberg, 5 October, 1947

(signed:) Franz Leppi

This is to certify that the above signature of Dr. Franz Leppi, residing at Heidelberg, No. 24 Albert-Uhrstrasse, was recognized in my presence, in witness whereof I sign.

(signed:) Eduard Nohl
Professor of Law

Heidelberg, 4 October 1947

CERTIFICATE OF TRANSLATION

11 December 1947

I, John Fosberry No. 20179, hereby certify that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of Krauch-document No. 86.

John FOSBERRY, No. 20179.

- 2 -
" 2nd "

23/14

A f f i d a v i t

I, Dr. Ing. Hermann Leuchs, Ludwigshafen-Rhine, Hans Sachstrasse 5, have been warned that I render myself liable to punishment if I give a false affidavit. I declare in lieu of an oath that my statements are the full truth and that they have been made to be submitted as evidence to Military Tribunal No. 6 at the Palace of Justice in Nuernberg.

Since March 1927 I have been working as a scientific chemist at the Oppau plant of the I.G. Farbenindustrie in Ludwigshafen, and I worked during this period under Herr Professor Dr. Carl Krauch, who was the managing director of the Oppau Plant until he moved to Berlin. In the years 1931 till 1934 I was one of Dr. Krauch's close assistants, and during that time I had a better opportunity than any of my colleagues to understand Herr Dr. Krauch's views on the National Socialist ideology.

I am of opinion that Herr Dr. Krauch was opposed to it right from the start; I believe that his subsequent joining of the Party was to him nothing but a purely formal matter, a necessity which arose when he took over his post. At that time Herr Dr. Krauch only accepted the Berlin appointment

in order to prevent that some Party favorite or a military man was appointed to this position, which was so highly important for the whole of the German chemical industry within the Four-Year-Plan, and to protect the economy from set-backs, which would have been the unavoidable result, if the wrong person i.e. a layman or second-rate technician, would have been appointed. Herr Dr. Krauch who, many years before he took over his official position, had been an internationally renowned specialist in the nitrogen field and the manufacture of synthetic gasoline, certainly had no need to fall back on the Party to gain fame and repute. I can confirm from my own experience that Herr Dr. Krauch was particularly opposed to the solution of the Jewish problem, and in several cases he actively assisted Jewish colleagues or subordinates who were married to Jews, when their position became dangerous.

"When I fled to Berlin in November 1944, in order to hide there and to protect my wife, who is a Jewess, from the impending arrest by the Gestapo and deportation to Theresienstadt, I did this with Herr Dr. Krauch's approval, who generously gave me his permission to take all those steps which I thought suitable to save my wife. During this time

my wife's brother was already in a French concentration camp, and my wife's sister had been killed in Auschwitz.

I myself received in December 1944 an order to report to the Organization Todt punitive camp for such German men who were married to Jews, which camp was in Eschershausen, Holzminden district. Judging by Gestapo procedure I could assume that my being sent up to this Organization Todt camp would have meant the end for my wife.

Although I had no connections with Herr Dr. Krauch since 1934, I knew without faltering that Herr Dr. Krauch had not changed his views, and that I could trustfully apply to him for help. Without making any remarks concerning his Party membership or his exposed position, Herr Dr. Krauch assisted me immediately and actively, and managed that I received several deferments. As I learnt later on, he saved nine other colleagues from getting into the Organization Todt punitive camp in the same manner. On that occasion Herr Dr. Krauch also informed me that he was quite prepared to render his assistance, if anything should happen to my wife.

DOCUMENT BOOK 6 KRAUCH

Doc. No. 69

All those who know him personally would say that Herr Dr. Krauch's personality and character make it impossible to believe that he had support dishonest purposes at any time.

Ludwigshafen dated 15 October 1947.

(signed:) Dr. Hermann Max Viktor Louch

Document No. 2506/47 A,

I hereby certify the authenticity of the above signature by Herr Dr. Hermann Max Viktor Louch, Scientific Chemist, resident at Ludwigshafen on the Rhine, Hanserstr. 6b, who identified himself by his identity card No. A 108 445 with photograph, issued on 14 December 1946 by police headquarters in Ludwigshafen on the Rhine.

Ludwigshafen on the Rhine dated 15 October 1947.

signed:
Dr. Ackermann
Notary.

Expenses account No. 3966/47

Expenses:

Value: 3,000.— RM

Notary's fee, paragraph 39 10

4.— RM

Turnover tax

— 12 RM

4.12 (Official Seal)

Official Seal

DOCUMENT BOOK 6 BRAUCH

Doc No. 69

For the authenticity of the above copy,

Dr. Conrad Boettcher,

Attorney at Law,

TRANSLATION OF KRAUCH DOCUMENT No.53
OFFICE OF CHIEF OF COUNSEL FOR THE CRIMES

Krauch No. 53
Exh. No. . . .

Prof. Dr. J. Eggert
Eidg. Technische Hochschule
Zuerich
(Swiss confederated technical
college)
Sommergasse 5
telephone 32 75 50

Mallinillon,
20 September 1947
Baubisstrasse 11
telephone 93 28 46

Affidavit

I, Professor Dr. John Eggert, residing at Mallinillon, Canton Zuerich, No. 11 Baubisstrasse, have been warned that I am liable to punishment for making a false affidavit. I declare under oath that my statement is the truth and that it was made in order to be submitted as evidence to the Military Tribunal No.VI, at the Palace of Justice, Nurnberg, Germany.

In an affidavit, dated Zuerich, 2 June 1947, I reported, among other things, the following facts:

"Dr. Gajowski was in a much more difficult position when the problem to be solved was my personnel protection against the performance of forced labor with the organization Todt. It required a personal visit to the highest Gestapo office in Leipzig, following that application to Berlin, in writing and by telephone, to bring about the result that the action, which at one time was considered hopeless, could be carried through successfully notwithstanding the manifold difficulties which arose, in part because intermediary agencies either thought differently or were afraid of repercussions, and despite other difficulties which arose with the authoritative party offices and authorities."

In amplification of that report I herewith testify that at that time Dr. Gajowski called to my attention the fact that in the effort to bring about my release

(page 2 of original)

from O.T. service, in November 1944, Professor Dr. Krauch had played a decisive role.

(signed:) Professor Dr. J. Eggert
(Professor Dr. John Eggert)

TRANSLATION OF KRAUCH DOCUMENT No. 53
CONTINUED

Krauch No. 53
Exch. No. . . .

(page 2 of original cont'd)

Official Certification

This is to certify the authenticity of the signature appended in our presence by Prof. Dr. John Eggert, born in 1891, of German nationality, residing at Wollishofen, No. 11, Seestrasse, who produced his identification as a foreigner.

Zuerich, 20 September 1947

Franco 2.-
No. 6488

Notary Zuerich (Altstadt)
(signed) signatures

(stamp)
Notary Zuerich (Altstadt)
Canton Zuerich

SERIAL NUMBER OF TRANSLATION

11 December 1947

I, John Posbarry, No. 20179, hereby certify that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of Krauch document No. 53.

John POSBARRY, No. 20179.

- 2 -
" END "

- TRANSLATION OF KRAUCH DOCUMENT No. 49 -
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Krauch No. 49
Exh. 2Q.....

Reaffidavit.

I, Dr. Robert Hasenclauer, residing at Langenwehe, Kreis Lueren, Rhineland, House Norberich, have been duly warned that a false statement will render me liable to punishment. I herewith state on oath, that my following statements are true and were made in order to be submitted as evidence to the Military Tribunal at the Palace of Justice, Nuromberg, Germany.

In the autumn of 1935 when I was in Germany on holiday (I was residing at that time in New York) my superior Herr Dr. O. Krauch in Oppau told me that he intended to make a change in the personnel working abroad so that I could eventually return to Germany after having worked abroad for the IG for four years.

In January 1936 I was informed in New York through Dr. Hochschwander that pursuant to Herr Dr. Krauch's instructions I was to return to Oppau and that my position would be filled by Herr Dr. Carl Mueller, a close collaborator of Dr. Krauch's of long standing who, for racial reasons, could no longer remain in Germany.

The actual exchange took place in March 1936.

Neuchon, 1 August 1947
(signed): Robert Hasenclauer

Document No 1267 for 1947

The above document was prepared before me, and I herewith certify the signature of the above who is known to me to be Herr Dr. Robert Hasenclauer, farmer at Norberich estate near Langenwehe, District Lueren, government district Neuchon.

Neuchon, 1 August 1947

(signed): Schoenheit,
(Notary Public)

(Stamp)
(costar)

TRANSLATION OF KRAUCH DOCUMENT NO. 49
CONTINUED

Krauch No. 49
Exh.

CERTIFICATE OF TRANSLATION

11 December 1947

I, John Postberry, No. 20 179, hereby certify that I am thoroughly conversant with the German and English languages and that the above is a true and correct translation of Krauch document No. 49.

John POSTBERRY,
No. 20 179.

- 2 -
"ENL"

92 A

A. Suhr

A f f i d a v i t

I, Arnold Suhr, residing at 80 II G.v.d. Veenstraat, in Amsterdam (Holland) have first been warned that I will render myself liable to punishment if I give a false affidavit. I declare in lieu of oath that my statement is true and is made in order to be submitted as evidence to the Military Tribunal at the Palace of Justice in Nuernberg.

My efforts to save my Jewish born wife from the persecutions of the Nazi regime have been supported by Professor Dr. Carl Krauch in an unselfish manner.

Even during the war the persecutions of Jews in the Netherlands assumed an ever increasing extent as a result of which even the Jewish partner of a mixed marriage was no longer safe, I attempted to bring my wife to safety through departure to a neutral country.

Professor Krauch used his influence at the offices, dealing with these matters to the effect, that the approval for departure was to be given.

I have appreciated this help by Professor Krauch all the more because of the fact that, as a result of his intervention, he exposed himself to the danger of being called to account by the Gestapo for favoring of Jews.

Amsterdam, 24 December 1947

Signed: Arnold Suhr
former representative of the Nitrogeno
Syndicate in the Netherlands,

- TRANSLATION OF KRAUCH DOCUMENT NO. 46 -
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Krauch No. 46
Exh. No.

Affidavit for the Defense.

I, Hedwig Lubberger, née Pappenheim, born 18 August 1904 in Kiel, have been cautioned that any false statement on my part will render me liable to punishment. I declare on oath that my statement is the truth and was made to be submitted as evidence to the Military Tribunal at the Palace of Justice in Nuremberg, Germany.

I wish to state at the outset that I am half-Jewish. I have known Mr. Carl Krauch, Heidelberg, and his family since 1930. In that year I was employed in Dr. Krauch's home as a music teacher (pianist) and gave lessons to Frau Krauch and to the children. From this, a friendly relationship developed which remained unchanged even after 1933, at a time when already some of my other acquaintances considered it necessary to use the utmost caution in their social contact with me. When I was expelled from the Reich Chamber of Music in 1937, the couple Krauch helped me personally to draft an application to the appropriate ministry for re-acceptance. When moving to Berlin in 1937 my children and I were guests at the Krauch house for one week.

During our conversation, of course, political questions were also discussed occasionally. I can certify that National Socialism was always strongly criticized.

Our relations remained the same even after I had moved to Berlin, we repeatedly visited each other.

(page 2 of original)

Kiel, 29 August 1947
(signed): Hedwig Lubberger

née Pappenheim
Document roll Nr. 135 for the year 1947

Kiel, 29 August 1947

I hereby certify that the above signature was appended before me, the Notary Public Hans Gruse, Kiel, by the widow Hedwig Lubberger, née Pappenheim, Kiel-Schlessee, am See 4, known to me personally.

(signed): Hans Gruse
Notary Public

(stamp)

TRANSLATION OF KRAUCH DOCUMENT NO. 46

CONTINUED

Krauch No. 46
Exh. No.

CERTIFICATE OF TRANSLATION

11 December 1947

I, John Fosberry, No. 20 179, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Krauch document No. 46.

John FOSBERRY,
No. 20 179.

- 2 -
"END"

Dr. Albert Ernst
Badische Anilin & Soda-Fabrik
Plant Control Office

Tel. No. 40
Extension No. 4832

(22 b) Ludwigshafen on the Rhine

A f f i d a v i t

I, Dr. Albert Ernst, residing at 148 Gartweg in
Ludwigshafen on the Rhine IV, have first been warned that
I will render myself liable to punishment if I give a
false affidavit. I declare in lieu of oath that my statement
is true and is made in order to be submitted as evidence
to the Military Tribunal at the Palace of Justice in
Nuremberg.

In the spring of 1944, my son Hans-Joachim Ernst, as a
half-Jew, was to be arrested and handed over to one of the
notorious death-detachments in accordance with the Gestapo
orders which now have become known. At that time my son
was employed as an architect with Professor Winkel in
Munich.

I became acquainted with Professor Dr. Krauch due to the
fact that since October 1919 I was working in the Badische
Anilin- & Soda-Fabrik in Ludwigshafen/Rhein as a physicist
where for a number of years Professor Dr. Krauch was my
superior.

When it became apparent that my son was to be taken into
custody I contacted Prof. Dr. Krauch,

in spite of the fact that our relationship was merely superficial, and asked him whether it was possible for him to intervene on behalf of my son. He immediately declared to be willing and made arrangements that my son could go to Italy and there evade his arrest by the Gestapo in spite of the repeated and stubborn searches conducted by the latter. Professor Dr. Krauch has therewith expressed his sharp rejection of the fascist racial policy.

Ludwigshafen on the Rhine , 2 December 1947

signed: Dr. Albert Ernst

Police District 6

Certified true copy:

Ludwigshafen on the Rhine, 2 December 1947

L.S. Signature

Fee: Re. 1.--

Document Book VI Krauch
Doc.Nr. 59

I herewith certify that this is a true and correct
copy of the above document.

signed: Dr. Conrad Boettcher,
Attorney at Law.

C e r t i f i c a t i o n

In November 1942 (?) the I.G. Farbenindustrie Aktiengesellschaft was informed by the relatives that Conciernrat Dr. Arthur von Soinberg, member of the Aufsichtsrat of the I.G. for long years and the founder of one of its parent firms, was picked up on the preceding day at the estate of his son in law and taken to Munich from where he was to be sent somewhere else. Immediately started efforts in the form of direct negotiations with the office of the Gestapo in Berlin to prevent the further deportation of Herr von Soinberg were unfortunately without success since, at the time the negotiations were conducted by Dr. Bruckfisch and myself, he was already on the way to Theresienstadt. The investigations made by us at the office of the Gestapo in Berlin proved that a cancellation of the measures taken against Herr von Soinberg was possible, if at all, only on the basis of a direct decision by Himmler.

Although at that time a measure of this sort did not to result in immense consequences for the firm as well as for the persons immediately concerned, since an unmistakable warning had been given to refrain from any intervention on behalf of Jews, Professor Lachman, in agreement with Reichsvert Schmitz, decided

to make an appeal to Himmler in which the release of Herr v. Einberg was requested. In view of the fact that I myself have prepared this appeal I know that Professor Krauch took the party of Herr v. Einberg in an unambiguous and clear manner and demanded his release. This appeal actually resulted in the fact that Himmler gave his consent to the release of Herr v. Einberg and to the latter taking residence on the estate of another son in law in Northern Germany, under the condition that the competent Gauleiter would give his approval to this. I was unfortunate that this approval could not be obtained any more by the relative who intended to conduct these negotiations themselves, before the death of Herr v. Einberg who at that time was more than 80 years of age.

I am willing at any time to reaffirm the above stated facts as a witness or in the form of an affidavit.

Nordhausen, 24 September 1946
Signed: Hanna Gie-lich

I certify that this is a true and correct copy of the above document.

Nuremberg, 11 December 1947

Signed: Dr. Bottcher
Attorney at Law.

Document Book VI Bruch

CERTIFICATE OF TRANSLATION

19 January 1948

We, Adolph Lusthaus, B 398010, Ludwig Heymann, 35096,
Joseph E. Goosar, B 397933, John B. Robinson, X-046350,
Hannes Gleichmann, A-443029, Robert Hoffmann, 20162,
Mary Flack Ferry, 20136 and Fred Solomon, A-446622
hereby certify that we are duly appointed translators
for the German and English languages and that the
above is a true and correct translation of the
Document Book VI Bruch.

Adolph Lusthaus
B 398010

Hannes J. Gleichman
A-443029

Ludwig Heymann
35096

Robert Hoffmann
20162

Joseph E. Goosar
B 397933

Mary Flack Ferry
20136

John B. Robinson
X-046350

Fred Solomon
A-446622

"End"

Case 6
Defense

TRIBUNAL VI
CASE VI

Document Book VII
for
Prof. Dr. Carl KRAUCH

Submitted
by his Defense Counsel
Dr. Conrad BOETTGER
Attorney-at-Law.

Glenn



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for Prof. Dr. Carl KRAUCH, Case VI

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3	Affidavit Job N. v. HITZLEBEN. "KREISELMEIER denoted KRAUCH as a "weakling" when talking to me about him and an "internationally infected scientist". Such a verdict can only be considered as a mark of distinction for KRAUCH". - KRAUCH's attitude concerning the fate that had befallen v. HITZLEBEN's family after the execution of the father (Field Marshal v. HITZLEBEN) in connection with the 20 July 1944.	3 - 4
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106	Ecclesiastical testimonial from the Protestant Church Beerfelden i/Odenwald of 26 April 1946/30 December 1947: "Prof. KRAUCH is the owner of the Falkenhof estate belonging to the parish of Beerfelden. Notwithstanding his influential position in economic life and notwithstanding his honorary activity for the Four-Year-Plan he has faithfully adhered to the Church and has given it his support all the time. E.g., in 1941 he brought about for one parish a revocation of the prohibition concerning the performing of religious ceremonies in school rooms	

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for
Prof. Dr. Carl KRAUCH, Case VI

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52		Affidavit Pastor August SCHLEPER of 29 November 1947 pertaining to Prof. KRAUCH's attitude towards the Church and his criticism of Party measures, especially with reference to the persecution of the Christian religion and the treatment accorded to Jews.	10 - 11
102		Affidavit Alexander ZIEDOW, Super-intendent (high Protestant Church official) of 17 December 1947 per-taining to Prof. KRAUCH's attitude towards the Church and towards charities. Prevention of the seizure of the Diakonissen (Pro-testant nurses order) mother-house by the Gestapo.	12 - 13
107		Affidavit Ilse BETHGE, Secretary of Prof. Dr. Carl KRAUCH, of 2 January 1948 pertaining to Prof. KRAUCH's refusal to attend the meetings of the "circle of friends".	14 - 15
5		Affidavit Dr. Friedrich EHEL: "It was the most natural thing of the world that Universities and industries united in a common defense against the regime. This was the idea of the Research-Department of the Reich Office for Economic Development (Wirtschaftsausbau) and that is how all research scientists understood it. With the same idea in mind, KRAUCH brought about the establishment of the so-called Four-Year-Plan-Institutes.	

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5 (continued)		<p>The Four-Years-Plan served as a pretext for obtaining money and priorities. Altogether about 30-30 million of marks were distributed yearly by KRAUCH without discrimination to members and non-members of the Party; i.e. we never asked people whether they belonged to the Party or not. Heidelberg, especially was being treated very generously although Professor FREUDENBERG, who was in office there, was held in no high esteem by the Party. No differentiations have ever been made between IG and non-IG, (the enclosure contains a list of "Laboranten" (chemical students) collaborating with the Reich Office for Economy). KRAUCH's activities have been of inestimable importance to the German peace-time science. None of the research work thus supported was used during the war, but each one added to the ultimate reputation of German science. In preparing for the peace, essentialities were withheld which would have been useful during the war."</p>	16 - 24
	▼	<p>Affidavit Professor Karl FREUDENBERG. "KRAUCH fostered science. He camouflaged ordinary peace-time research work as "essential for war". He distributed about 30 million RM annually, amongst the academical institutes for chemistry, physical chemistry and biochemistry. KRAUCH has saved the life of thousands of young people. Thus, in the German research-laboratories a lively scientific activity was maintained, even in war-time. The FIAT (Field Information Agency Technical) of the Military Governments have published the results of the years between 1939 and 1945.</p>	

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Doc. No.	Exh. No.	Contents	Pages
7 (continued)		800 authors, in 48 volumes, wrote about German research work in war-time. Abundant material of an astonishing diversity is offered to the professional experts at home and abroad. KRAUCH has jealously guarded German science and prevented it from becoming a clumsy tool of war. German chemical research, as well as other branches of natural sciences, have to thank him for flourishing until the moment of the general collapse. ³ Enclosure: complete list of review titles.	25 - 37
64		Affidavit Prof. Dr. W. HIMBER. KRAUCH's aim was to tide chemical research over the war and Nazi-regime. KRAUCH succeeded in having reputed scientists appointed as so-called "research-commissioners" who were then recalled from military service and declared indispensable. Thus, the lives of numerous young scientists were saved and politically or racially persecuted persons could be employed. During the whole war Prof. KRAUCH also fostered purely scientific peace-time-like research work. This was achieved chiefly through so-called "Four-Year-Plan-Institutes" which, in reality, had nothing to do with the Four-Year-Plan. Prof. KRAUCH was the soul of this comprehensive action, calculated to save German research work during the war and the Nazi-regime."	38 - 40
68		Speech of welcome held by Mr. TEAGUE, President of the Standard-Oil, on the occasion of the Pittsburg Coal-Conference on 17 November 1938, introducing Dr. KRAUCH.	41 - 43

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for Prof. Dr. Carl KRAUCH, Case VI

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92		Excerpts from copies of KRAUCH records. Lecture by PIER of 29 October 1929 about the development of Hydrogenation in the USA. Cooperation with the Standard-Oil Co. "Our successus induced the Standard-Oil Co., to establish contact and make an agreement with us".	49
35		Affidavit of the former Minister of Education Dr. Friedrich SCHWIDT-OTT of 6 November 1947 re Prof. KRAUCH's aid to the donor's union which supported research work not pertaining to the war. Prof. KRAUCH's suggestion for a general plan with intellectual science in the foreground.	50 - 52
70		Affidavit Dr. Robert FRILINGER; "Prof. KRAUCH member of the board of the donor's union of the Emergency Association for German Science. KRAUCH emphasized that he wished to participate in decisions regarding the allocation of monies. It was generally noticed that he wished to support almost exclusively research work which was not confined to fixed purposes, an idea, which was then not looked upon with favour by the regime. He was interested in intellectual science and science of art besides his research work into the fundamentals of natural science."	

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for Prof. Dr. Carl KRAUCH, Case VI

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70 (cont.)		Prof. KRAUCH endeavoured to continue assisting Jewish scholars. He helped the professor financially who was married to a Russian Jewess. The great mineralogist Prof. Victor GOLDSCHMIDT, Goettingen, also belonged to his illicit protégés.	53 - 56
6		Affidavit Walter OSTWALD: Affiant is the son of the brother of the Nobel-prize, and first American-German exchange professor and well-known internationalist and pacifist. He admired KRAUCH very much and ranked his acquaintance with him as a man of science and engineering and as a human being amongst his most beautiful experiences. "My picture of KRAUCH is not clouded by even the smallest shadow up to this very day". In 1927 or 28, affiant made a trip to the USA at IG's expense for the purpose of studying and getting a correct picture of the high standards of American engineering especially in the matter of motor-fuel technique, as well as of the cooperation with the Americans in the field of hydrogenation. "KRAUCH is not only unique as a man of science and engineering, as known all over the world, but also a genius in organization and a thoroughly honorable gentleman, as will be found rarely. He was entirely disinterested in Party-politics. I have never noticed the slightest indication of militarism with him. The manufacture of gasoline from coal was KRAUCH's work. This was considered a chemical and industrial world-wonder".	57 - 65

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20	Affidavit Professor Boris ROJENSKI: "After Geheimrat BOSCH's death this aid was continued by KRAUCH in a magnanimous manner, although my work was entirely based on researches in the bio-physical field. National-socialistic view-points of any kind played no part whatever in this. KRAUCH never hinted at or queried me about anything in this direction."	66 - 67
33	Affidavit Prof. Dr. Karl ZIEGLER: "To the outside, KRAUCH acted often as the dictator in all questions of chemical production. The scientists at the University became convinced after only a short contact with Reich Office for Economic Development that KRAUCH's attitude towards the entire world of science was quite a different one. His obvious aim was above all things to keep alive research work in chemistry and kindred domains in the greatest possible variety and to tide it over the war. German science is very much indebted to Herr KRAUCH." 68 - 70	
45	Affidavit HOOPS: "KRAUCH has a great share in keeping alive wide fields of German science, especially the intellectual sciences and theology, in times of particular hardship. He has supported science without regard to Party-wishes and war-priorities."	71 - 72

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89		Affidavit Prof. Emil KIRSCHBAUM: "The Reich Office for Economic Development has also during the war supported scientific research which did not have as its object the solving of war problems. Thereby, scientific research has indeed been tided over a difficult time under the HITLER regime."	77 - 79
31		Affidavit Fritz EICHENHOLTZ: "KRAUCH's support of carcinoma -research and of research for an effective remedy against epilepsy are due to his personal initiative. In his capacity as leader of the Reichsamt he continued to further his previous cultural and humanitarian interests." 80 - 84	
26		Affidavit Dr. Arno GROSSE: "KRAUCH's support of research work in the field of psychiatry, and particularly of epileptic illnesses. "When during the war they started to evacuate mentally diseased persons from the Guensburg asylum where I had a research laboratory I was able to save many patients from certain extermination by declaring him, -with reference to KRAUCH,-	

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26 (cont'd)		as indispensable for my metabolism-research. In his conversations with me KRAUCH has repeatedly expressed his abhorrence of the methods employed to exterminate human life."	85 - 87
78		Affidavit Alwin MITTASCH: pertaining to KRAUCH's scientific attitude and his humanitarian mentality.	88 - 100

Affidavit

I, Dr. Albert OEGKL, residing in Bamberg, Dominikanerstr. 10, having been duly cautioned that I render myself liable to punishment if I make a false affidavit, herewith declare on oath that my statement corresponds to the truth and was made in order to be presented as evidence before the Military Tribunal in Nuernberg, Palace of Justice.

- 1.) From 16 July 1941 until the end of the war I worked as Referent with the Plenipotentiary for Special Questions of Chemical Production. Among other things I also had to deal with the personnel matters of my department there.
- 2.) During the war, Attorney Dr. WIRMER applied for employment with us. On this occasion he mentioned that the National Socialist authorities had closed his practice because of his political attitude (he was a convinced Catholic and Zentrum politician).

Although Professor KRAUCH knew this, he ordered his employment.

Later on Dr. WIRMER was executed in connection with the attempt on HITLER's life on 20 July 1944.

Nuernberg, 5 December 1947

(place and date)

(signed) Dr. Albert OEGKL

(signature)

Document Book VII KRAUCH
KRAUCH No. 57
Exhibit No...

I, Attorney Dr. Heinrich von RESPATI, herewith certify and attest to the above signature of Dr. Albert OECKL, residing in Bamberg, Dominikanerstr. 10, made before me.

Nuernberg, 5 December 1947

(signed) Heinrich von RESPATI
(Attorney)

Certified literal and correct copy of the above document:

Dr. Conrad BOETTCHER,
Attorney

- TRANSLATION OF EXHIBIT DOCUMENT No. 3 -
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Krauch No. 3
Exh.

Affidavit.

I, Job von Witzleben, living in Heidelberg-Wiesblingen, have first of all been warned that I shall be liable to punishment if I submit a false affidavit. I declare on oath that my statement is the truth and that it was made for submission as evidence to the Military Tribunal in the Palace of Justice, Nuernberg, Germany.

I was born in Hirschberg/Silesia on 3 July 1909, the son of the late Field Marshal General von Witzleben, who was sentenced to death by the Volksgerichtshof (People's Court) on 8 August 1944. I have never been a member of the NSDAP or of any of its formations; on the contrary, I have as can be proved been opposed to it. After I had been inducted to the Wehrmacht in March, 1943, for holding pacifist ideas, I was given working leave in March, 1944, and assigned to the Reich Office for Economic Development (Reichsamt für Wirtschaftsausbau) in Berlin, of which Professor Krauch was in charge. I was made the secretary (presumably for the purpose of probation) of the Labor Allocation (Arbeitswirtschaft) Engineer of the Plenipotentiary General for Chemistry. In this position I had the opportunity of becoming acquainted with Professor Krauch and with the spirit with which he managed his office.

The Labor Allocation Engineer of the Plenipotentiary General for Chemistry, a certain Herr Kreiselsmeier, was a ruthless advocate of the slogan of Fight-until-the-final-victory. I myself had opportunity partly to delay and partly to frustrate many of his proposals for the extreme exploitation of all workers, which exceeded the permissible limits.

(page 2 of original)

It is revealing with regard to the humanitarian ideas of Professor Krauch that Kreiselsmeier met with resistance and reaction in the former's working domain. Kreiselsmeier characterized Professor Krauch to me as a "weakling" and a scientist contaminated with internationalism. Such an opinion can only serve to reveal the character of Professor Krauch.

When I was released from custody in November, 1944, Professor Krauch received me privately in the Reich Office and expressed his sympathy to me for the sentencing of my father with words of deep emotion. Professor Krauch has no influence on the decision as to whether I should remain or be dismissed. I am deeply grateful to Professor Krauch for his understanding and human attitude toward my family's misfortune, and I hope that

TRANSLATION OF ENGLISH DOCUMENT NO. 3

CONTINUED

Krauch No. 3

Exh. *****

(page 2 of original cont'd)

my statements will contribute toward the just evaluation
of his character and actions, especially since the proof of it
of his high-principled bearing goes back to a time in which was
definitely perilous to approach us.

Heidelberg-Wieblingen, 27 October 1947

(signed): Job W. von Witzleben.

I hereby certify and attest the above mentioned signature
of Herr Job W. von Witzleben, living in Heidelberg-Wieblingen,
which has been made before me, Professor Dr. Eduard A. H. L.

Heidelberg, 27 October 1947

(signed): Eduard A. H. L

Professor in ordinary of law
Special Counsel of all defendants.

TRANSLATION OF KRAUCH DOCUMENT NO. 3
CONTINUED

Krauch No. 3
Exh.

CERTIFICATE OF TRANSLATION

10 December 1947

I, John Fosberry, No. 20 179, hereby certify that I am thoroughly conversant with the German and English languages and that the above is a true and correct translation of Krauch document No. 3.

John FOSBERRY,
No. 20 179.

- 3 -
"ENL"

4a

Document Book VII KRAUCH
KRAUCH No. 60
Exhibit No.

Paul CLOTZ, Clergyman

Rosendorf near Darmstadt 2,

28 November 1947

Affidavit

I, Paul CLOTZ, Clergyman in Rosendorf near Darmstadt, residing there, Kirchgasse 1, having been duly cautioned that I render myself liable to punishment if I make a false affidavit, herewith declare on oath that my statement corresponds to the truth and -as made in order to be presented as evidence before the Military Tribunal in the Palace of Justice in Nuernberg.

From 1934 until 1946 I was Rector of the parish Beerfelden in the Odenwald. The farm Falkenhof, which is owned by Professor Dr. C. KRAUCH, belongs to this parish. Dr. KRAUCH at one time rendered a considerable service to our church community. The Nazi authorities had forbidden to hold religious services in school rooms. This placed the Beerfeld rectorate into an extremely difficult position as the school rooms in the extensive parish had always been used for supplementary religious services, Bible classes, and communion, while the church had no rooms of its own in the villages. It was there that Dr. KRAUCH intervened on behalf of the church with the highest authorities and effected that the Reichsstatthalter in Hessen had to release the school rooms again for religious purposes. This happened during the war. I myself had been drafted into the Army at that time.

Document Book VII KRAUCH
KRAUCH No. 60
Exhibit No....

but my deputy informed me of the occurrences.

(signed) Paul CLOTZ

This is to certify the above signature of Clergyman Paul CLOTZ,
made before the mayor of Rossdorf,

Rossdorf, 1 December 1947

(sealed) The Mayor

signed: signature

RM 0.50 paid in fee stamps.

Document Book VII KRAUCH
KRAUCH No. 60
Exhibit No...

C

Certified literal and correct copy of the above document.

DR. Conrad BOETTCHER,

Attorney

Document Book VII KRAUCH
KRAUCH No. 106
Exhibit No....

Protestant church

Beersfelden in the Odenwald

Beerfelden, 26 April 1946

30 December 1947

To

Professor Dr. KRAUCH

Falkenhof

Falkengessess

Ecclesiastical Certificate

Having been duly cautioned that we render ourselves liable to punishment if we make a false affidavit, we herewith declare on oath that our statements correspond to the truth and were made in order to be presented as evidence before the Military Tribunal in the Palace of Justice in Nuernberg.

Professor Dr. C. KRAUCH owns the farm Falkenhof, which belongs to the parish Beerfelden. Notwithstanding his position as a leading personality in economic affairs and his honorary activity for the Four Year Plan, he faithfully stood by the church and always supported it.

Thus for instance he effected in 1941 that the prohibition to hold supplementary religious services in school rooms was rescinded for our entire parish. He fearlessly intervened on our behalf with the highest quarters, thereby restoring the previous rights and enabling our 10 communities, which belong to our parish, to carry on their religious work in the branch communities in time of need.

For the correctness of these statements:

Document Book VII KRAUCH
KRAUCH No. 106
Exhibit No. 111

signed: K. MAY, Clergyman

signed: Wilhelm SCHOTT I

signed: Karl Oswald WILLENBUECHER

signed: Wilhelm HESS

Karl MAY, Wilhelm SCHOTT I, Karl Oswald WILLENBUECHER and
Wilhelm HESS, all residing in Beerfelden, personally known to me,
certified that they made the above signatures. At the same time
it is certified that Karl MAY, according to the documents
available to this office, was a member of the NSDAP since 1934.
Wilhelm SCHOTT, Karl Oswald WILLENBUECHER and Wilhelm HESS,
according to the documents available to this office, were not
members of the NSDAP or its affiliations.

Beerfelden, 30 December 1967

The President of the Local Court

(Seal)

signed: signature

Fee 2.50 RM

Fee index No. 1298

Affidavit

I, Clergyman SCHLOEPF, residing in Heidelberg-Schlierbach, having been duly cautioned that I render myself liable to punishment if I make a false affidavit, herewith declare on oath that my statement corresponds to the truth and was made in order to be presented as evidence before the Military Tribunal in the Palace of Justice, Nuernberg, Germany.

I am the vicar of the Protestant community Heidelberg-Schlierbach since 1 August 1939. During this period I frequently had opportunity, in the course of my home visitations, to observe Dr. Karl KRAUCH's political attitude. The KRAUCH family was always church-religious. All the children attended religious instruction and regularly participated in the confirmation instruction. The parents also publicly professed their faith by taking communion in the Bergkirche on the occasion of the confirmation of each of their children. Undoubtedly this confession of faith meant a risk to Dr. KRAUCH, as the Party considered this a sign of unreliability towards the Party doctrine.

In addition I feel bound to mention that Dr. KRAUCH enabled the church community

Document Book VII KRAUCH
KRAUCH No. 52
Exhibit No....

to maintain its nursing home in Schlierbach which otherwise would have had to be abandoned for lack of funds. The Protestant community is greatly indebted to Mr. KRAUCH. In all collections for the church the KRAUCH family headed the list of donors. The family was always generous and sympathetic whenever the church community wanted anything.

In conversations with Dr. KRAUCH I found that he criticized Party measures, especially actions against the Christian religion and the treatment of the Jews. To my knowledge Dr. KRAUCH never indulged in propaganda for the Nazi ideology or tried to influence others. Whenever his voluminous work permitted, he lived quietly here in Schlierbach within the circle of his family.

signed: August SCHLOER, Clergyman
I herewith certify the above signature of Clergyman SCHLOER, made before me, Prof. Dr. Edward WAHL.

Heidelberg, 29 November 1947

signed: Eduard WAHL
full Professor of Law
special counsel of all defendants

Certified literal and correct copy of the above document,
Nuremberg, 23 December 1947

signed: Dr. BOSENBERG
Attorney

Affidavit

I, Alexander WIEDOW, Lehnnin/Märk, Klosterkirchplatz 5, have been duly informed, that I render myself liable to punishment, by making a false affidavit. I declare on oath, that my statement is true and was made to be submitted in evidence to the Military Tribunal in the Palace of Justice in Nuernberg.

Herr Professor KRAUCH resided in Lehnnin/Märk, from August 1943 until March 1945, where the Reich-Office, under his supervision, was located in the buildings of the Luise-Henrietten-Foundation. In my capacity as superintendent of the Deaconesses' Motherhouse of the Luise-Henrietten-Foundation I often had to confer with him. He was always very obliging during those conferences and showed consideration, whenever possible, for the needs of the Deaconesses' Motherhouse. He was always prepared to consider our requests for the procurement of medical supplies for our Bablow- and Children's-Nursery, our Home for the Aged and to care for the welfare of the Deaconesses. In particular we are grateful to him for preventing the complete seizure of the Deaconesses' Motherhouse by the Gestapo. He always showed

Affidavit

I, Alexander WIEDOW, Lehmin/Märk, Klosterkirchplatz 6, have been duly informed, that I render myself liable to punishment, by making a false affidavit. I declare on oath, that my statement is true and was made to be submitted in evidence to the Military Tribunal in the Palace of Justice in Nuernberg.

Herr Professor KRAUCH resided in Lehmin/Märk, from August 1943 until March 1945, where the Reich-Office, under his supervision, was located in the buildings of the Luise-Henrietten-Foundation. In my capacity as superintendent of the Deaconesses' Motherhouse of the Luise-Henrietten-Foundation I often had to confer with him. He was always very obliging during those conferences and showed consideration, whenever possible, for the needs of the Deaconesses' Motherhouse. He was always prepared to consider our requests for the procurement of medical supplies for our Baby- and Children's-Nursery, our Home for the Aged and to care for the welfare of the Deaconesses. In particular we are grateful to him for preventing the complete seizure of the Deaconesses' Motherhouse by the Gestapo. He always showed

Document Book VII KRAUCH
KRAUCH Document No. 102
KRAUCH Exhibit No.....

understanding for the work of the "Home Mission", and attended also our divine services. His personal attitude towards the work of the church was above reproach. At the time, when the Reich-Office was transferred, he saw to it, that the huts of the Reich-Office were left to the Deaconesses' Motherhouse, for the use as Hospital huts and took care that we were aided at the start in furnishing the hospital huts. I feel in duty bound before God to make this statement with regard to his tolerant attitude, because the picture now presented by the press, seems to me to be distorted.

Lohmin/Merk, 17 December 1947

Stamp: The Superintendent of the
Church-District Lohmin

WIEDOW
Superintendent

Certified true and correct copy of the foregoing document.

Dr. Conrad BONITZER
Attorney-at-Law

Affidavit

I, Ilse BETHE, residing in Heidelberg, Kapellenweg 11, know that I render myself liable to punishment, if I make a false affidavit. I declare on oath that my statement is true and was made to be submitted in evidence to the Military Tribunal No. VI, Palace of Justice in Nuremberg.

- 1.) I have been employed from 1936 until 1945 as secretary by Herr Professor KRAUCH in Berlin and am therefore fully informed of the events in his Berlin Office.
- 2.) During the years 1942 and 1943 Professor KRAUCH was repeatedly invited by Herr Fritz KRANEFUSS, the chairman of the "Vorstand" of the "Braunkohle-Bonanz" (Brabag), and member of the inner circle of HIMMLER's co-workers, to take part in the gatherings of the so-called "Freundeskreis" (circle of friends). Herr Professor KRAUCH never accepted these invitations and often instructed me, to state that he was not "at home" in case of such invitations.
- 3.) In this connection, Herr KRANEFUSS mentioned to me, that, with all due respect to Professor KRAUCH as a man and particularly with regard to his scientific achievements, he could not understand, why Professor KRAUCH was so "completely non-political".

Signed: Ilse BETHE

Document Book VII KRAUCH
KRAUCH Document No. 107
KRAUCH Exhibit No.....

The above signature of Fraulein Ilse BETHGE, residing in Heidelberg,
Kapellenweg 11, which was given before me, attorney-at-Law Dr. Conrad
BOETTCHER, is herewith certified and attested to by me.

Nuernberg, 2 January 1948

signed: Dr. BOETTCHER
attorney-at-Law.

TRANSLATION OF KLUUCH DOCUMENT No. 5
OFFICE OF COUNSEL OR COUNSEL FOR CRIMES

A f f i d a v i t .

I, Dr. Friedrich E b o l , Ludwigshafen/Rhine, Baden Aniline and Soda Factory, have been told that I am liable to be punished for making a false affidavit. I hereby certify that my statements are the truth and were made in order to be submitted as evidence for the Military Tribunal at the Palace of Justice in Nuernberg, Germany.

I was born on 3 February 1901 at Reichshofheim. After terminating the Oberrealschule (high school) I studied chemistry in Munich from 1920 - 1925. From 1926 to 1929 I taught at the Federal Technical Academy in Zurich, at first as an assistant and then as private lecturer. In the year 1929 I took up employment in the main laboratory of the Baden Aniline and Soda Factory in Ludwigshafen/Rhine, where I am still working at present. In 1940, at the instigation of Prof. Krauch, I entered the Reich Office for Economic Development, and, as the successor to Dr. Isidorow, who became the Director General of the Kaiser-Wilhelm-Society, I was to promote exchange of data between the German Universities and industrial research in the chemical field.

This would appear necessary if it was intended to develop the armament industry. No less important, however, must have been the desire of the research workers purely to further science without any thoughts of war; for in Germany, since the First World War conditions at the universities had continually become worse. At first

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it was the States chronic lack of financial means which handicapped the universities. Then it was the increasing research activity of industry which drew more and more competent people away from the academic profession. And finally it was the disrespect for all intellectual activity by the National Socialist State which threatened to give German science the death-blow. And it is a fact that even famous, learned men no longer had either a secretary or an administrative inspector. Instead of being able to devote themselves to their scientific work they were obliged to turn towards such silly occupations as procuring material and attending to its upkeep. And if one adds to this the fact that the Reich Minister for Science, Rust, considered it his primary duty "to remove unreliable elements from the universities and to replace them with people who could train young people politically according to his ideas", then it is not surprising if the German name disappeared more and more from scientific literature to make way for the American.

TRANSLATION OF KAUCH DOCUMENT No. 5
CONTINUED

Krauch No. 5
Exh.

(page 2 of original cont'd)

Industrial research was able to escape this destructive neglect on the part of the State, partly because it was financially independent and partly because it could be conninged to the eyes of the state leaders, as being of immediate importance for production. Thereby any intelligent person could see that industrial research too, could not provide the contribution to war which the state expected of it. Already in peace time it had been demonstrated that, on the

(page 3 of original)

average, six years lay between the first spark of a new inventive idea and its technical realization. This rule holds true, as a whole, for all industrial countries.

However, this figure may not be compared with the short time that America needed to develop the atom bomb. Such massing of technical and scientific forces would have been entirely impossible in Germany according to my experience...as late as summer 1944 and only after the most urgent demands and pleas, did the Supreme Command of the Wehrmacht agree that 1200 people (hardly more than a fighting regiment) could be recalled for the whole of German chemical research in industry and university, including all auxiliary workers. And even at that, Keitel had at first made the condition that the release would have to depend on the agreement of the branches of the forces, which practically meant that nobody was released. It was only several months later that this condition was removed.

It was not the opinion of the German State Leadership that all research would be too late for the war upon which the refusal was based, but rather upon the firm conviction that, what others could do only with the greatest exertion a German could accomplish with only a fraction of that exertion. It was dangerous to oppose this racial ideology. One day - it may have been in May 1943 - several representatives of the press appeared on the order of the Reich Propaganda Ministry, in the Reich Office for Economic Development

(page 4 of original)

for the purpose of gathering some confidential information on the state of German research. Prof. Krauch sent them to me. I made use of the opportunity to talk to them, not about

TRANSLATION OF KRAUCH DOCUMENT No. 5
CONTINUED

Krauch No. 5
Exh.

(page 4 of original cont'd)

German successes, but about those fields in which Germany was lagging technically. To our astonishment, several days later articles appeared in almost all newspapers pointing, with unmistakable reference to us, to the strange mentality of certain offices which would rather regard foreign strength than our own. Somewhat later an officer of the Main Security Office came to me to find out whether we were really economical enough in our demands for more people. General Neidemann of the Supreme Command of the Wehrmacht, whom I similarly told about the foreign high level of achievement and about Germany's many shortcomings in the Chemical Field during some negotiations on the release of research workers, was very much astonished and considered it necessary that these views should be disseminated within the Supreme Command of the Wehrmacht. On one occasion he wanted me to give a lecture. But it never got that far.

Of course it was impossible to oppose the arguments of a specialist, and that is why industrial research which could always, if only with words, appeal on the grounds of war production, was relatively immune. University research, on the other hand, was exposed to all attacks. It was the most natural thing in the world for the universities and industry to unite in order to offer a common defense against the State. This was the idea behind the Research Department of the Reich Office

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for Economic Development and that is how it was understood by all research workers. Already at an earlier date Prof. Krauch, actuated by similar motives, had achieved the setting up of so-called Four Year Plan Institutes. These institutes had had no more or no less in common with the Four Year Plan as such, than any other scientific activity. But the Four Year Plan was the excuse which permitted money and other necessities to be obtained.

The funds of the Reich Office for Economic Development which were obtained through the Reich Economic Ministry, were used in the same way. Altogether about 20 - 30 million marks were available each year over which Prof. Krauch could dispose as he saw fit. The money was distributed without discrimination to Party members and non-Party members, that is, we did not first ask whether a person

TRANSLATION OF KRAUCH DOCUMENT No.5
CONTINUED

(page 5 of original cont'd)

belonged to the Party or not. Heidelberg, to which Prof. Krauch always considered himself closely tied, was especially favored, even though Prof. Freudenberg - a teacher there - was in very bad favor with the Party.

"ever was a distinction ever made between I.G. and none I.G. The research department consisted of honorary collaborators of six different firms who were all given the same insight. The I.G. member as readily visited the laboratories of the Henkel group as the Henkel member supervised research work of I.G.

(page 6 of original)

Prof. Krauch was of the opinion that research work cannot be guided into given channels, and that every competent and hard working researcher should be given the opportunity to put his ideas into effect. That is why as much support as possible was given to science and technology. Often it was not easy, to find suitable reasons for this. When, for instance, Geheimrat Haenfischer in Munich was ordered by the university authorities to discontinue his work on the synthesis of leaf color chemicals we gave him a research task: Process for producing infra-red sensitive photographic plates for night fighters. Thus protected, he could carry his work, which had nothing whatsoever to do with the war, to its conclusion. Prof. Freudenberg worked on the blood-group substances under the title: waterproofing of artificial silk. Prof. Schoepf worked on plant syntheses under the title: Medicaments excentral to the war effort. There was hardly any research laboratory which did not receive support from us. A list of the laboratories working together with the Reich Office for Economic Development, as I can still remember them, can be found in the appendix.

"we always had difficulty in defending our unorthodox conception of research leadership against the numerous (about 15) other research leaderships offices (Forschungsfuehrungsstellen). And it is a fact that Prof. Krauch, thanks to the wranglings of the Party, never became chairman of the Reich Research Board, even though all researchers would have considered this to

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be a great advantage.

In spite of this it can be said that Prof. Krauch's activity for the maintenance of German peace-time science was of an importance not in any way to be underestimated. None of the research laboratories given support were, as far as I can tell, harnessed for the war effort but they all helped to give German science a last shimmer of esteem. In making preliminary preparations for peace the war effort was deprived of forces.

(signed): Dr. Friedrich Ebol
(Dr. Friedrich Ebol)

TRANSLATION OF KRAUCH DOCUMENT NO. 5
CONTINUED

Krauch No. 5
Exh.

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Certificate: The above signature of Dr. Friedrich Ebel,
Mannheim-Freudenheim, Brunnengrad 23, signed before me,
Dr. Wolfgang Seintzler, Ludwigshafen, Brückstrasse 13,
is hereby certified and authenticated by me.

(signed): Dr. Wolfgang Seintzler
(Dr. Wolfgang Seintzler
Lawyer

Ludwigshafen/Rhein, 24 September 1947

appendix.

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appendix to affidavit.

Schering-Kahlbaum	Schmidt, Clerk, Prof. Schoeller, Andes
Buns Schkopau	Gulff
Martinwerk, Erfurt	Gemecke, Griesing
Zachimor u. Schwartz, -celau	Knaer
Chem. Zentralblatt	Pfluecke
Emilin-Reaktion	Pietsch
Tonverarbeitung Strasburg	Wittekindt
Deutsche Lunlop	Graehling
Semperit Wien	Kossmor, Plentl
Pagusg, Lusseeldorf	Gebr. Fohl
Veith, Gummiwerke, Frankfurt	Nichert
Phoenix, Hamburg	Teischinger
Glaswerke Ruhr	Allolio
Mitteldeutsche Holzglasind., Altenfeld	Beyer
M.G.F. Glasindustrie vorm. Siemens	Bronnecke
Neustadtter Glasshüttenwerke, Grossbreitenbach	Wiegand

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Deutsche Libbey-Owens Ges., Gelsenkirchen	Jobson-Marwedel, Letzchart
Deutsche Tafelglas, Fuorth	Kilian
Gerritsheimer Glasbausteinwerke,	
Dusseldorf	Kueffner
Glasbaute Hailbronn	Naesbe
Beracus, Hanau	Baracus
Siemens-Halske	v.Borries <u>Studienges.</u>

(page 9 of original)

Studienges.f.elektr. Beleuchtung	
Osram	Friedrich, Ruettenauer
Siemens	Schottky
Auer u.G., Berlin	Holf
Riedel-de Haen, Berlin	Revereay
Telefunken, Berlin	Schroeter
Glaswerke Schott & Gen., Jena	Schott, Brandts, Prausnitz
Stockhausen, Krefeld	Ass
Ges.f.Teigerverwertung, Duisburg-	
Weiderich	Moehrle, Spilker
Alkorwerk, Moenchsen-Solln	Lissmann
Koser, Lederwerke, Stuttgart-	
Fenzbach	Roser
Rhenania-Ussag	Zerba
Kuhrchemie, Oberhausen	Prof. Martin Heelon
Deutsche Erdoel	Schick

All professors of the universities and technical academies.

- TRANSLATION OF KRAUCH DOCUMENT No. 5 -
CONTINUED

Krauch No. 5
Exh. *****

- CERTIFICATE OF TRANSLATION -

10 December 1947

I, John Fosberry, No. 20 179, hereby certify that I am thoroughly conversant with the German and English languages and that the above is a true and correct translation of Krauch document No. 5.

John FOSBERRY,
No. 20 179

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" END "

TRANSLATION OF DOCUMENT KRAUCH 7
Krauch No. 7 Exh. No.
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Dr. Karl Freudenberg
Professor of Chemistry
at the University

Heidelberg, 31 October 1947

Director of the chemical institute
of the University

Affidavit.

I, Professor Karl Freudenberg, Director of the chemical institute of the University of Heidelberg, resid ent at Heidelberg, Monchhofstr. 44, have been warned that I render myself liable to punishment if I make a false statement under oath. I herewith doolore under oath that my statement is the truth and was made in order to be presented as evidence at the Military Tribunal at the Palace of Justice, Nuernberg, Germany.

I do not fall under the law of 5 March 1946 and have been confirmed in my office. I have known Professor Krauch for about 20 years. I entered into closer contact with him in autumn 1937. At that time it concerned the continuation of my basic research, begun in 1920, on the constitution of cellulose and of the woodcomponent Lignin on which hardly any research has been made, and on which I have been working from 1925 up to the present. Because of the Hitlerregime the working conditions at the University became worse from year to year. The personnel policy of

(page 2 of original)

the Reich Ministry of Education, which was in charge of the universities, became increasingly encrusted and nazified and the working conditions became less and less satisfactory.

In 1937 it came to my notice that Professor Karl Krauch who was working in the Ministry for raw and synthetic materials, the later Reich Ministry for Economic Development began to assist science by furnishing them with funds. He knew the difficulties of the university laboratories and the failure of the Reich Ministry for Education. In addition to many other things he was also interested in my above mentioned work. In autumn 1937 he gave me great pleasure by proposing that I should found, in Heidelberg, a research institute and take charge of it. I explained immediately that I wanted to keep up my teaching activities and work exclusively on my basic research. He replied that that was precisely his intention and no kind of technical work was expected of me. Thus

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the foundation of the "Four Year Plan Institute for the chemistry of wood and of the Polysaccharide was brought about." When war broke out I went to Berlin and had a further discussion with Prof. Krauch, because I was afraid that now war-technical work would be demanded of me. He was even more emphatic than before. Now, above all, it was necessary to keep basic research alive; technical or even war-technical work would not be required of me, on the contrary he did not want that from me.

(page 3 of original)

He maintained that point of view even when the war situation became more and more serious.

I know that this point of view was very much attacked by party circles and certain offices of the army. Therefore all sorts of means had to be used to camouflage such generally directed research work, which served only scientific knowledge as 'important to the war-effort'. This happened also with the work of many other research workers. Ways and means were found for instance to designate as 'important to the war-effort' the work of the Nobel prize winner Professor Hans Fischer in Muenchen on chlorophyll, in order to make it possible to place at his disposal the large funds which were needed for his famous work. In reality this was an instance of certain party and military circles who always watched Prof. Krauch suspiciously being intentionally led astray. My four year plan institute was nothing but an institution to give to me, in my university institute, funds for instruments and co-workers. The appendix gives information about the character of the work done there. In this at least the purely peccatine nature of the work, upon which Professor Krauch and I had agreed, has been confirmed by American authorities.

During the reported discussions I got to know Prof. Krauch more and more as a broadminded personality. In spite of the great strain of his work in industry and his offices he kept alive his interest for research results and was always pleased to hear.

(page 4 of original)

Reports on them. He took over the heritage of Carl Bosch as helper of science and used his influence in order to take large funds available to the economic institutions for chemistry, physical chemistry and biochemistry. At the time I heard from a reliable source that they finally amounted to about 30 million Mark per year. This is a larger sum than was at the time available to all the universities and technical colleges in Germany.

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This sum is, for Germany, gigantic, while in America some universities may use such a sum for themselves alone in a year. I can guess that the figure of 30 millions is not an overestimate from the fact that the funds coming to me for research were almost double that of the allowance of the chemical university institute.

This care taken by Professor Krauch for our work applied also to persons. Prior to and during the war Prof. Krauch assisted many scientists without asking any questions about their political views. I know that, for instance, he had reported fights with SS Sturshaupfuehrer Dr. Fritz Baus, to whom I was politically undesirable (Dear was the observer of Krauch employed by the so Main Office for Technology (Reich) end of the SS). He personally ordered the employment, criticized by officials of the Reich Ministry, of a non-aryan collaborator of my institute. But above all he succeeded in arranging that many of our students, doctors, assistants and lecturers and

(page 5 of original)

auxiliary personnel who at the outbreak of war, were or were to be called up for service in the armed forces, could be recalled to our institute. It was known that, in Hitler's opinion, service in the armed forces had priority over every other work. As a matter of fact at the beginning of the war our laboratories were depopulated. Hero Krauch who was not afraid, even in the face of the unfavorable military situation, to stress the importance of basic research, embarked on a period of untiring work which lasted several years. He once told me that to him it was important to save the tradition of German research and the future scientists through the war. When he had finally succeeded in making it possible for 1200 chemists and a corresponding number of other scientific workers (the figure of 5 - 6000 was mentioned) to be recalled, the execution of this notion was taken out of his hands. In this respect also he demanded only suitability, and not partymembership or descent.

Professor Krauch has saved the lives of thousands of young people. In this way a condition remarkable for the whole scientific world was brought about, that even during the war scientific activity was flourishing in the German research institutes, until in 1944 and 1945 the outside influence of the war brought everything to a standstill. Independent of this I have now discovered a confirmation of this scientific activity during the war, for which Professor Krauch won such great recognition

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(page 5 of original, cont'd)

on the field of natural sciences.

(page 6 of original, cont'd)

The FIAT (Field Information Agency, Technical) of the Military Governments of the three Western Zones have collected the results of the biological and medical research in Germany during the years 1939 to 1946 and printed them as FIAT Review (Allied edition, not for sale, in German language; the table of contents in English language is enclosed as appendix II). 800 authors and about 50 chief editors report in 84 volumes of the German research during the war. I have been requested by the three FIATs to edit a "German edition" designed for the book trade. Thereby I was able to obtain an insight into German research work during the war in the fields of Physics, Chemistry and related subjects. Rich material of surprising variety is revealed to the professional world of all countries. It concerns, in almost all cases, basic research and peaceful aims. It is the same spirit that was demanded by Professor Krauch. He has jealously guarded against German science becoming a clumsy tool of war, in opposition to all other intentions of the status-quoists and threatened by their constant distrust. For the most part it is to him that German chemical research, also other wide fields of the natural sciences owe their prosperity until the general collapse. The FIAT review shows this convincingly.

(signed:) Karl Fruedenborg
(Prof. Dr. Karl Fruedenborg).

(page 7 of original)

I herewith certify the authenticity of the above signature of Herr Prof. Dr. Karl Fruedenborg resident at Heidelberg, Monchhofstrasse 44 apponded in the presence of Prof. Dr. Eduard Wohl and witnessed by him.

Heidelberg 6 November 1948

(signed:) Eduard Wohl
ordinary Professor of Law
special counsel of all defendants.

TRANSLATION OF KRAUCH DOCUMENT 7
Krauch No. 7 Exh. No.
CONTINUED

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FLAT REVIEW OF GERMAN SCIENCE
1939 - 1946

COMPLETE LIST

98

BIBLIOGRAPHY TITLES

Published by

OFFICE OF MILITARY GOVERNMENT FOR GERMANY
FIELD INFORMATION AGENCIES TECHNICAL

British French US.

DIETERICH'SCHE VERLAGSBUCHHANDLUNG

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Direct inquiries to:
Office of Military Government for Germany (U.S.)
Economics Division, Research Control Branch
Berlin, Germany
APO 742 U.S. Army

PHYSICS

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PHYSICS

Nuclear Physics, Cosmic Rays	S. Fluegge and W. Bothe
Physics of the electron shells of atoms and molecules	K. Kopfermann
Physics of Solids	G. Joos
Physics of Liquids and Gases	H. Krapp
Hydro - and Aerodynamics	A. Betz
Electronics incl. fundamental emission phenomena	G. Goubau and J. Zenneck
Geophysics and Geodesy	J. Bartels
Meteorology and Physics of the Atmosphere	R. Muus
Astronomy, Astrophysics and Cosmogony	P. ten Bruggencate
Biophysics	P. Rejewsky and M. Schoon

CHEMISTRY

Inorganic Chemistry	W. Klomn
Analytical Chemistry	W. Klomn
Physical Chemistry	K. Clasius
Theoretical Organic Chemistry	W. Hückel
Practical Organic Chemistry	K. Ziegler
Biochemistry	R. Kuhn
Pharmacology and Toxicology	F. Eichholz
Chemotherapy	P. Schoonhoven
General Metallurgy	M. Hansen
Non-ferrous Metallurgy	M. Hansen

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MATHEMATICS

Pure Mathematics	W. Süss
Applied Mathematics	A. Walther

MEDICINE

Internal Medicine	R. Schoon
Pediatrics	H. Kloinechmidt
Neurology	G. Schaltenbrand
Psychiatry	E. Krutschow
Tropical Medicine and Parasitology	E.G. Neuck
Hygiene, incl. Preventive and Industrial Medicine, Epidemiology	E. Redenwaldt
Surgery, general and special	E.H. Bauer
Radiology, diagnostic and therapeutic	H. Holthausen

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Physiological and Pathological Chemistry	
incl. Nutrition	E. Lohmartz
Pathology	P. Buechner
Bacteriology and Immunology	H. Schmidt
Virus Diseases of Man	R. Bickling and H. Hoinlein
Physiology	H.F. Rein
Anatomy, Histology and Embryology	P. Stoeckr
(page 11 of original)	
BIOLOGY	

Biology	E. Baenning and A. Kuchn
---------	-----------------------------

C SCIENCE OF THE EARTH

Geography	H.v. Wissmann
Geology	L. Raeger
Mineralogy	H. Steinmetz
Petrography	K.H. Schumann

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OFFICE OF MILITARY GOVERNMENT FOR GERMANY (US)
FIELD INFORMATION AGENCY, TECHNICAL

, Mail Address
FLAT
c/o USFET (Main)
APO 757, US Army

DI 350.09-87 (FLAT) X

SUBJECT: Appraisal of Scientific Publications.

TO : Professor Karl Froudonberg,
Heidelberg,
Wilhelmstr. 21.

1. We have been requested to inform you of an appraisal
on the nature of your scientific publications which
you submitted for an opinion to Dr. Roger Adams.

2. The nature of your scientific papers was appraised
by the office of Dr. Albert B. Newcomer, Senior American
Chemist in the theater since the departure of Dr. Adams,
and Chief of the Chemical Section of the Industry
Branch, Office of Military Government for Germany (US).
This office states that your "papers generally deal
with matters of fundamental research of an exploratory

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character directed toward the discovery of new theories or principles of nature or of new compounds or materials. None of these papers discuss war materials or nuclear physics, aerodynamics, hydrodynamics or electromagnetism. Of 92 papers published during 1939 to 1945, 57 were in reference to wood and lignin research, 14 were in reference to Carbohydrates or starch. The remaining 21 were in reference to researches of widely divergent character. None of the ninety-two papers had any bearing on war research or presently prohibited experimental investigation. (page 13 of original)

3. Should any questions arise regarding the nature of your scientific publications, inquiries may be referred to this office here.

FOR THE CHIEF FLAT:

(T.W.SCHAEFFER)
T.W. SCHAEFFER,
Acting Chief,
Scientific Branch, FLAT, US

CERTIFICATE OF TRANSLATION

11. December 1947

I, John FOSBERRY No. 20179, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of the document KRAUCH 7.

John FOSBERRY
No. 20179

Affidavit

I, Prof. Dr. W. RIEBER, residing in Munich 2, Walter-von-DYCK-
Platz 1, have been duly informed, that I render myself liable
to punishment, if I submit a false Affidavit. I declare on
oath, that my statement is true and was made to be submitted as
evidence to the Military Tribunal in the Palace of Justice in
Nuernberg.

- 1.) Since 1 April 1935 I am Director of the Inorganic-Chemical
Laboratory of the Technological Institute Munich.
- 2.) At the instigation of my friend and colleague, Prof. Dr. Karl
FREUDENBERG of Heidelberg, I state in the following my opinion
on the attitude of Prof. Dr. Karl KRAUCH, former Director
of the Reich-Office for Economic Development in Berlin, towards
economic-chemical research:

On the basis of my own experience, I can testify that KRAUCH
was interested in pulling chemical Research through War and Nazi-
Period. Through the Reich-Office, under his direction, well-
known Scientists were appointed to so-called "Research-Delegates"
and in this manner they were enabled, to continue to run their
scientific Institutes during the war. In order to carry out
their tasks, considerable means were put at the disposal of
the respective Institutes; in particular it was first of all
made possible through the energetic help of Professor KRAUCH
that

(page 2 of original)

co-workers were recalled from the armed forces or were declared to be indispensable. Numerous young scientists have been spared their lives in this manner; in addition other personnel of the Institutes could be kept and political or racial persecutes could even be employed, as was done in the Institute under my supervision.

In opposition to specific War-demands of other offices, who misused the Universities often for war-or Party-political purposes, the purely scientific, peace-time research was furthered by Prof. KRAUCH even during the war. This must be stressed particularly and applies also to the so-called "Four-Year-Plan-Institutes", established by this office, which had nothing whatever to do with the Four-Year-Plan. A Research-order of the former Reich-Office for Economic Development therefore had the same meaning as an order of the Emergency-Union (Notgemeinschaft) of German Science. All these elaborate measures were, as far as I know, initiated by Prof. KRAUCH.

To Prof. Dr. C. KRAUCH principally is due the credit of maintaining the purely scientific, e.g. not war-timely inclined research in Germany, he was the soul of this comprehensive rescue-campaign for German research during the war and Nazi-rule.

3.) For the rest, I do not know Prof. Dr. KRAUCH personally. I have never been a member of the NSDAP or one of its affiliated organisations, but have always been its most severe and consistent opponent. I am not affected"

Document Book VII KRAUCH
KRAUCH-Document No. 64
Exhibit-No.

(page 3 of original)

by the law for the liberation from National Socialism and Militarism,
according to a Denazification Court-judgement of 11 April 1947,
and my position as Professor at the Technological Institute and
Director of the Institute has been approved by Military Government
after repeated examinations.

Munich, 25 November 1947

(signed) Dr. Walter HIBER.

The authenticity of foregoing signature is certified.

Munich, 25 November 1947.

Syndicate of the Technological Institute Munich

Seal (Technological Institute
Munich)

By order

(signed) LEIPOLD
(LEIPOLD)
Regierungsoberratsekreter

The true and correct copy of above document is herewith certified.

Dr. Conrad BOHITZHER
Attorney at Law.

Document Book VII KRAUCH
KRAUCH Document No. 68
KRAUCH Exhibit No.

Extracts

of

Special Coal Conference Number

PETER

PITTSBURGH

Page 9:

of 1 November 1928

Address of Walter C. THOMAS, Standard Oil President, Introducing

Dr. KRAUCH

Mr. Chairman and Gentlemen:

"Though I greatly appreciate the honor of being permitted to introduce to this session the next speaker, Dr. KRAUCH, I have serious misgivings as to the appropriateness of any introduction at all. This is because the dominant note of these meetings is scientific rather than industrial. One who has attained the position which Dr. KRAUCH occupies in the world of science needs no introduction and no sponsor in any gathering of scientists, so it is only in the capacity of host this distinguished visitor to our land that I may presume to introduce him. In this capacity I should like to tell you a little about Dr. KRAUCH as an industrial leader rather than a scientist.

*The great company with which Dr. KRAUCH is associated, the I.G. Farbenindustrie A.G., is an outstanding example of the union of science and industry. Many large industries treat science as a thing apart; if they maintain scientific staffs they are usually thought of rather as special departments of the business. Dr. KRAUCH's organization has gained its present position in this field on the theory that science is the core and body of the business and that whatever activities are outside its ken constitute special departments, so that you find the chief executive of the company, Dr. Carl BOSCH, a scientist of the highest attainment, heading a management made up mainly of men who by training and demonstrated ability qualify as, and deserve the name of scientists.

*Dr. KRAUCH, a member of the Executive Committee of the Board of Directors, is one of the leaders of this unique industrial group, the members of which not only carry the portfolio for a Minister of Science, so to speak, but also that of a Minister of Industry.

*From this union of science and industry there has sprung an economic development, the potential importance of which can hardly be estimated. This development is the industrialization of the process of converting coal to oil. I am sure that nothing could be of greater interest to these sessions.

Document Book VII KRAUCH
KRAUCH Document No. 88
KRAUCH Exhibit No.

than a paper dealing with this subject from a scientific standpoint.

"May I therefore now present to you Dr. KRAUCH of Heidelberg, who has kindly consented to give you such a paper."

* * * * *

A certified true and correct copy

Nuernberg, 13 December 1947

(signed) Dr. BOETTCHER

Attorney-at-Law

16 April 1930

Memorandum

Thursday, March 6th - Meeting in Mr. TEAGUE's Office.

Mr. TEAGUE referred to his previous talk with Mr. Du PONT relative to the proposed building of a synthetic nitrogen and fertilizer plant by the I.G. and Standard in Louisiana. He again explained that the original commitment for this joint enterprise was made some three or four years ago as a political necessity.

Dr. KRUCH reviewed the present situation of the synthetic fertilizer industry in Europe as well as in the United States. He spoke of the cartel arrangement that had been entered into by the principal producers of synthetic fertilizers and the negotiations with the Chilean nitrate industry. Whether this control would be a matter for future negotiation as to the United States, his view was that excess production and imports have created an over-supply that would make unwise and uneconomic the building of a plant in Louisiana of the capacity that had been contemplated. There does exist, however, a potential market outlet for phosphate fertilizer, and it is now proposed that a small plant of not more than 7,500 tons capacity annually of nitrogen be erected. About half of this production would

be converted into nitrophosphate-fertilizer by transporting phosphate rock from Florida by water. The remaining production of anhydrous ammonia would be sold either as such or converted into ammonia sulphate for which there is a nearby market outlet. The plant for production of the ammonia and conversion to fertilizers would be erected either in the Monroe district or at Baton Rouge, as the cost of finished product might dictate, taking into consideration also the cost of distribution of finished product.

In the general discussion that followed Dr. KRUCH's review of the fertilizer industry, Mr. DU PONT remarked that they are not producers of fertilizer as such but only produced ammonia which they sold to others for conversion into fertilizer; that they have had no experience whatever in the fertilizer and of the business and that that market seemed to be well taken care of by American Cyanamid, Allied, and others. The Du PONT interest, for the present at least, centers mainly in a synthetic production of ammonia and its commercial use in the explosives and fertilizer industries. Mr. DU PONT agreed with the analyse of the general synthetic fertilizer situation as outlined by Dr. KRUCH. He expressed the wish, however, that the Du PONT Company might become identified at this time with the enterprise.

It was then again explained to Mr. DU PONT that a fertilizer

plant of this capacity could not be profitable by being built and operated in conjunction with other joint development work of the I.G. and Standard. This other joint development work of the companies would be of such a nature as to give a by-product of hydrogen. If the whole enterprise would be built at Baton Rouge, it could then be tied into and become an essential adjunct of our present hydrogenation-oil treating plant, thereby very materially reducing investment and operating costs.

Mr. DU PONT then asked whether such additional joint work of the two companies contemplated entering the chemical field, in which they are vitally interested. The reply to this inquiry was that it might lead to that although the present definite plans did not contemplate doing so. I think Mr. TEAGUE, at this point, interjected the remark that, with oil and natural gas as the raw products of our manufacturing business, and such raw products being the cheapest source from which many chemicals could be produced, it would be logical to assume that eventually we would find ourselves in the chemical business, if by so doing a better market value could be given to such raw materials. Mr. DU PONT agreed that such would be a natural outgrowth.

After a general discussion of the economic factors surrounding the manufacture of both fertilizer and chemicals where natural gas, refinery gases or petroleum was the base material,

the following specific conclusions were reached:

- 1 - That the I.G. and Standard proceed with their plan for building a synthetic ammonia plant and the production of nitrophosphate fertilizer, ammonia sulphate, and/or anhydrous ammonia.
- 2 - That these products be sold in markets not now economically available to the present fertilizer or ammonia industries but that if, in the distribution of any of these products, present arrangements were to be disturbed, such specific situation should then be discussed, as there is no intention of upsetting the nitrogen market.
- 3 - That, if in the future other plants of a similar nature were to be constructed and not as a part of an oil refinery or oil hydrogenation plant of the Standard Oil Company, then a way should be sought by which the Du PONT interests could become associated with such new enterprise.
- 4 - If, in the development of the new processes * (-i.e. with oil and natural gas as raw material-), it is found that products or chemicals will be produced that are now commercially manufactured by the Du PONT interest, the Standard and I.G. would

* later remarks of Mr. von KNIERIEN

discuss same with the Du PONT Company and endeavor to find a way in which the commercial exploitation of such processes and products would best be carried on to the greatest benefit of each of the three parties.

In this connection it was made clear to Mr. Du PONT that this work of the I.G. and Standard in the development of these new processes and products would be confined to research, development, and commercial application. When a process has been worked out to the commercial stage, it is then to be exploited through a corporation to be organized at that time, and such proposition will then not be commercially developed by the joint company. Dr. KRUECHE's definition of this joint company as a study company seemed to convey the idea clearly to Mr. Du PONT, and he expressed his complete satisfaction with the proposal as outlined.

Upon the breaking up of the meeting, Mr. Du PONT expressed himself as pleased and well satisfied with the discussion and said that the Du PONTS would welcome the opportunity to become associated with the I.G. and Standard in any enterprise in which the interests would be mutual.

- - - - -

Certified true and correct copy of the foregoing document.

Nuremberg, 13 December 1947

signed: Dr. BOETTCHER
Attorney-at-Law

Excerpt from:

Copies: Documents KRAUCH - S40/VB/97

Agreement: PIER of 29 October 1929 P/Py.

Development of Hydrogenation in America.

Our successes in the field of catalytic hydrogenation of coal, tars and petroleum, and in particular, our systematical and scientific laboratory research on the matter, as well as the manner with which the technical exploitation and production was carried out, together with our experiences in the field of high pressure, induced the Standard Oil Co. to get into touch with us and to conclude an agreement with us. In order to give the Standard Oil Co. the opportunity to form an opinion on the hydrogenation process as worked out in Lu 35, several of our well-constructed experimental furnaces were erected in Baton Rouge in November 1927. Later on, a 300 furnace (300er Ofen) supplied by I.G. was erected complete with the apparatus belonging thereto. Complying with a request by Standard Oil, several gentlemen always stayed in America, in order to be of assistance to them. In addition, those gentlemen, dealing with these problems, in particular the plant managers, were sent over here for an extended period of time in order to get thoroughly acquainted with the process and in order to exchange experiences.

Certified true copy of the above document.

Nuernberg, 15 December 1947

Signed: Dr. BOETTCHER
attorney-at-Law

Affidavit

I, Dr. Friedrich SCHMIDT-OTT, resident in Berlin-Steglitz, Arno Holzstr. 11, have first been warned that I am liable to punishment if I make a false affidavit. I declare upon oath that my statement is true and was made in order to be submitted as evidence to the Military Tribunal, Palace of Justice, Nuernberg.

1.) Until 1918, I was Prussian Minister for Education. After the first world war I built up the "Notgemeinschaft der Deutschen Wissenschaft" (Emergency Association for German Science) with the help of means donated by the Reich and a small circle of private donors. No doubt, the association has helped German Science to find firm roots again. In 1924, the management of the "Emergency Association for German Science" changed, and it was renamed "German Research Association". I remained, however, chairman of the Donors' Union of the Emergency Association to which office I had been appointed after Geheimrat PUISSEG's death.

2.) Prof. Dr. Carl KRAUCH belonged to the board of trustees of the above-mentioned Donors' Union of the Emergency Association. All applications concerning the use of monies donated, were usually discussed by me, in Prof. KRAUCH's office. The enterprises which we assisted financially were in no way connected with

preparations for war, but were, as far as I can remember, far removed from any such things: for instance, we assisted medical researchers, aestheticians and geographers. When the Kaiser Wilhelm Association celebrated its jubilee we sent them RM 250,000.—, which among other things were to be used for an Institute of Aesthetics, and for a small clinic of the KREHL'sche Kaiser Wilhelm Institute for medical research.

3.) That Prof. KRAUCH was moved only by the highest scientific motives when he assisted these scientists and inventors, is absolutely clear to me as he had never mentioned anything else to me, and also because he encouraged me in 1940 to go ahead with my attempts for a scientific over-all plan which gave emphasis to the Arts and Sciences. In order to give another example of the assistance granted for peaceful purposes, I mention the problem of ridding the lupine of its bitterness, which task was actively furthered by Prof. KRAUCH. The question was to breed a lupine that was sweet and not bitter, in order to help agriculture and economy.

4.) I value Prof. KRAUCH as a man of outstanding mental qualities coupled with a singular reliability. In particular, I make no bold as to say, that his attitude both in connection with economic and scientific

Document Book VII KRAUCH
KRAUCH Document No. 35
KRAUCH Exhibit No.....

questions was determined not by political aspects but merely by objective ones. I met and recognized in him a person of outstanding mental qualities and an enthusiastic friend of Science.
Berlin-Steglitz, 5 November 1947

signed: Dr. Friedrich SCHMIDT-OTT

I herewith certify the above signature given by Minister
Dr. Dr. Friedrich SCHMIDT-OTT, of Berlin-Steglitz, Arno Holzstr. 11.

No. 183 of the Notarial Register for 1947

Berlin-Steglitz, 5 November 1947

signed: Dr. Richard WELLMAYER

Notary:

Seal:

Dr. Richard WELLMAYER

Notary Public
district of the Court of appeal

- - - - -

Certified true copy of the original..

Munich, 13 December 1947

signed: Dr. BOETTCHER
attorney-at-Law

Affidavit

The undersigned Dr. Robert FELLINGER, born in 1873, residing at present in Bautzen, Paulistrasse 30, is well aware of the significance of an affidavit as the expression of the full truth, and herewith declares on oath that he is able to make the following statements, to his best knowledge and belief, about Professor Dr. Carl KRAUCH, which statements are based on the activity of the undersigned as member of the Association of Founders of the Emergency Community of German Science, and are made from memory.

1.) When Professor Dr. Carl KRAUCH became a member of the "Vorstand" or "Verwaltungsrat" of the Association of Founders, he attracted our interest because he was the successor of Herr Carl BOSCH in the capacity as Director of the IG. Farben and as a member of the management of the Association of Founders. Just like BOSCH, he had a decisive vote on the subventions which were to be granted to the association of Founders by the IG. Both BOSCH and KRAUCH were generous as regards this question; but while BOSCH left a free hand to the Association of Founders in the utilization of these funds, KRAUCH insisted on having his say in this matter. In this connection it was interesting to note that he wanted to give practically exclusive support to purely scientific, research without regard to practical application, an attitude which was not then favored by the Government. Apart from the basic research in natural science, he was interested in letters and arts. He was, of course, aware of the fact that the former's results could occasionally serve military purposes,

but I had the impression that he considered such a destructive application to be an abuse of science which, let me say, was nearly sacred to him. He obviously welcomed the fact that the Association of Founders, not being controlled by the Reich Auditing Office, was not forced to be a party to such an abuse. BOSCH had also realized and approved this fact; but, in contrast to KRAUCH, he nearly never exercised any personal influence.

2.) Professor Dr. KRAUCH also endeavored to support Jewish scientists, contrary to the wishes of the government. At that time we succeeded in having the Association of Founders giving financial aid to Professor HEGNER, Stuttgart, who had been removed from his Chair and, as far as I remember, was married to a Russian Jewess. That was a risky thing to do in front of the Ministry which admitted only work that was either essential for the war effort, or the work of "Aryans", and this was approved by Professor KRAUCH also. Professor Viktor Moritz GOLDSCHMIDT, Goettingen (and Oslo), the eminent mineralogist, was also, strictly speaking, one of our illicit proteges.

3.) Professor KRAUCH's main interest obviously centered on pure science which did not serve any special purpose, and all subventions which he granted were primarily made in this direction.

Bautzen, 13 November 1947

(signed): Dr. Robert FELLINGER

Document Book VII KRAUCH
KRAUCH Document No. 70
KRAUCH Exhibit No.....

This is to certify the foregoing signature of Professor Dr. Robert FELLINGER, Bautzen, Paulistrasse 30, identified by his preliminary identity card, issued by the Bautzen City Council, and dated 4 September 1946, which signature was made before me.

BAUTZEN, 14 November 1947

In place of seal. (Signature) Notary

Document Roll No. 771/47

Computation of Costs:
(Article 154 of Reich Costs Regulation of 25 November 1935):

Value: RM 3,000

RM 4.— equivalent of $\frac{1}{4}$ Fee, as per Art. 39 of the Reich Costs Regulation

RM 0.12 Sales Tax

RM 4.12 Total

(signed): signature, Notary

Document Book VII KRAUCH
KRAUCH Document No. 70
Exhibit No.....

Certified true and correct copy of the above document.

(signed): Dr. Conrad BOETTGER
attorney-at-Law

TRANSLATION OF KRAUCH DOCUMENT No. 6
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Krauch No. 6
Exh. No. . .

Affidavit

I, writer Oskar Wald, of Hoppenheim on the Bergstrasse, House Dom-Imberg, have been duly warned that false statements on my part will render me liable to punishment. I hereby declare on oath, that my statements are true and were made for submission as documentary evidence to the Military Tribunal in the Palace of Justice, Nuremberg, Germany.

- 1.) I was born on 8/20 May 1886 in Riga but grew up in Leipzig and became a German citizen. I am the son of the physicist and chemist, Government Hofrat (Privy Counsellor) Prof. Dr. Wilhelm Ostwald (winner of the Nobel prize, first German American exchange professor, well-known internationalist and pacifist) and a brother of the Nobel laureate, Professor Dr. Wolfgang Ostwald, (Leipzig University) also deceased, who was also well-known for his international connections and views. This is the city where I grew up, and I have myself many Jewish friends and acquaintances at home and abroad. I studied Natural Sciences in Leipzig (under Prof. Bootzger and Goheinrat Buchmann) and also in London (under Sir William Ramsay, University College). I studied and from an early date I worked, particularly, in the field of power fuels and internal combustion. By way of a hobby I wrote quite a bit, published magazines, and put emphasis on popular descriptions of difficult scientific and technical matters.

(page 2 of original)

After the first world war I was for some time head (and founder) of the scientific-technical Department of the Benzin Society in Bochum; during this period I created the standardisation of BV-Benzin and Arol which was very popular in Germany. For 20 years I have been an external scientific collaborator of the IG Farben Industrie AG. as such I had many dealings with Director Dr. Maxidor-Guerardi (dec) and Professor Dr. Wilhelm Wilke (technical inspection) concerning motors and power fuels. All through I also had occasional dealings with Professor Dr. Carl Krauch whom I came to regard with great deference and whose acquaintance as a scientist, technician, and human being I still count among my blessings. Through my home life and my profession I have come in contact with an exceptionally large number of outstanding people, particularly scientists and technicians, and I know how rarely great efficiency is coupled with great human qualities. Karl Krauch's image is not dimmed by the faintest of shadows, even to-day.

TRANSLATION OF KRUCH DOCUMENT No. 6
CONTINUED

Kruch No. 6
Exh. No. . .

(page 2 of original cont'd)

I have never taken any interest in party-politics. I have been demobilized (file reference III 583 Hu 6122/47 of 27 June 47); the proceedings destroyed and I was exonerated according to article 13.

2.) In 1926 or 27 I visited Herr Director Dr. Alwin Mittasch whom I had known well as a child when he was a pupil of my fathers at the Institute for Physics and Chemistry of the Leipzig university and a frequent guest in my parents' house, and whom I consider a ^{page 3} fatherly friend of mine. As is well known Dr. A. Mittasch is of internationally considered the "father of catalysis" and as such original he's world fame. At that time he was head of the Oxygen Research Laboratory of the IG-Freibergindustrie AG and Honorary Director of the same company. At that time I was working in Bochum as head of the scientific-technical Department of the Ammon-Pederation which I had created. I was, however, longing for a more scientific and independent job. Mittasch initiated my appointment as external scientific collaborator to the IG. I had dealings, chiefly, with the deceased Director Dr. Müller-Cunradi and with Prof. Wilhelm Ullmann, the head of the technical inspection department in Oxyde (present address, Düsseldorf, Ferryasse 7). I also dealt with hundreds of other gentlemen, however, as for instance quite frequently with Director Dr. Krush. It was his doing, for instance, that I joined Director Bräuer (of the Oil Department of the IG) and a director of the German Gasolin AG in a study trip to the United States at the cost of the IG. We made this trip in order to gain insight into the high level of American technical achievements, particularly in the field of power fuels, and in order to find out about the possibilities of co-operation with the Americans in the field of hydrogenation. I believe this trip took place in 1927 or 1928.

3.) In the course of the years I have talked to Herr Director Carl Krush many a time about official and private matters, both agreeable and disagreeable, and although I do not know him socially I believe I know him well. As far as I know he is not only a unique

(page 4 of original)

scientist and technician, well known throughout the world, but also an ingenuous organizer and a thoroughly honorable personality such as you rarely find. As far as I know he had no interest in party politics - no more than I had myself. I have never heard him talk about political matters, except for occasional slight caustic remarks about over-bright Nazi personalities or Nazi regulations. This, incidentally, did not surprise me, because it coincided with my own views, and his attitude seemed more or less natural to me after the kind of life I had led in my parents' house and the connection I had had with scientists and technicians. Of course one

TRANSLATION OF KRAUCH DOCUMENT No.6
CONTINUED

Krauch No.6
Exh. No. . .

(page 4 of original cont'd)

has great interest in the ethical and social development of one's own people and humanity in general but one shuns party politicians like the Nazis because nothing good could come out of it for non-politicians. Events in the "Third Reich" have served to confirm me in my views the wisdom of which had been impressed upon me in my parents' house. It did not surprise me at all, then, to find Herr Director Dr. Carl Krauch without any political activities. In fact I should have been surprised had it been otherwise. Nor was Dr. Krauch's personality anything out of the ordinary as regards his lack of political interests and his concentration on science, technical and organizational matters (including human welfare) as compared to the normal standards of IG Farben personnel. I well remember a discussion I witnessed at table between Duisberg and my father in the Ludwigshafen Casino. They were discussing the enormous financial

(page 5 of original)

investments of the IG in nitrogen compounds according to the Haber-Bosch method which had been lucrative, and the difficulties to obtain correspondingly large and at first risky investments from the IG business men for the hydrogenation of coal (Leuna gasoline) and Buna (synthetic rubber). The two gentlemen agreed that on the whole the process was one systematically used in the IG even on small or very small projects. At the IG one had patience for decades, several decades at that. By systematic research discoveries were made, both to order and for future utilization. In the long run this IG process would be very lucrative indeed, although the profit-making angle was of no importance, or rather, nobody was interested in the profits for the moment. Similar ideas may be found in Henry Ford. At any rate I always found that Director Dr. Krauch acted in this way, i.e. his ideas ran along the lines that patiently laboring research would always pay in the end, and that, therefore, the scientific, technical and organizational aspects of any project would be far more important than the so-called price determining factors. I never heard as much as one word concerning the political angle.

Nor have I ever heard anything unseemly by either Prof. Dr. Krauch or the IG in general with regard to racial matters. There were many Jewish IG employees or employees with Jewish relatives, and I believe there were also strong Jewish elements in the management (Prof. Leyrer for instance) and among the shareholders (Reinberg).

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To the best of my knowledge, the IG, with their connections abroad, particularly in the United States of America, took good care of those Jews who had to leave under the Nazi regime. I heard a good deal about correspondence between remaining Non-Jewish IG employees

TRANSLATION OF KRAUCH DOCUMENT No.6
CONTINUED

(page 6 of original cont'd)

Krauch No.6
Exh. No. . .

and emigrants. I never had occasion to notice any militaristic traits in Dr. Krauch. It would be hard to imagine more civilised characteristics than those he displayed. Anyhow it was the usual practice in IG circles to mock at uniforms.

4.) Krauch had insisted on the production of gasoline from coal. This was considered a chemico-industrial miracle all over the world. Despite the higher production cost the price of gasoline was not affected. The price for gasoline in Germany was and is so high because taxes (formerly also duty on spirits) and distribution costs are so high. It is common knowledge to every technician that such novel processes are always expensive at first but that they eventually exceed the natural product both in quality and monetary value. This is presumably the reason why foreign countries, particularly the United States, immediately started using the same process. In the same way it was clear to the IG from their particular range of experience that somehow some day the Gasoline investments would pay just as much as the Hober Bosch investments and the numerous similar research investments.

(page 7 of original)

5.) During the first few years of the war I had little or no contact with Dr. Krauch. It was the middle of 1914 when he approached me in his capacity of leader of the Reich Office for the Extension of Economy in order to make use of my special knowledge of power fuel. I went over the production of power fuel by low temperature distillation of oil shale (Schwammbische Alb and Schmandlin near Braunschweig), the working of Diesel motor cars with shale oil, demonstrated to him the power fuel indifference of a quickly rotating small mixed cycle engine, etc. Although my work was quite useless from a war angle at this time - and Dr. Krauch did not harbour the slightest doubt on this point - he followed my work - as I did myself - with the keen interest of the scientist and technician.

6.) It was a sore point concerning the IG, that they had such a bad reputation in Germany which in my opinion was in sharp contrast to their scientific, technical and socio-economic achievements and was due, in my opinion, to a certain academic arrogance the IG displayed. (People used to say that even a doorman at the IG had to have his doctor of philosophy). I have often voiced my views, both verbally and in writing, also toward Dr. Krauch who fully agreed with me.

I was personally affected by this bad reputation of the IG

(page 8 of original)

by the attitude of the Car industry and the press concerning gasoline from coal. The German driver cursed the high prices of gasoline, but instead of cursing the government he cursed the "power fuel trusts" and in true German fashion particularly the German IG and

TRANSLATION OF KRAUCH DOCUMENT No.6
CONTINUED

Krauch No.6
Exh. No. . .

(page 8 of original cont'd)

the closely connected Gasolin AG. This situation could and had to be improved by enlightening the press. When the actual economic conditions were stated it had to be explained - truthfully - that one of the internationally extremely important aspects of coal hydrogenation was that it greatly enlarged the power fuel utilisation from natural oil and could in an emergency make it quite independent from natural oil; after all it was announced every few years that the end of all natural oil resources was in sight.

- 7.) In conclusion I should like to state that during the 20 years I worked as external scientific collaborator of the IG I never learnt anything from or about (by a third person) Dr. Krauch which would mark him or make him suspicious of being a supporter of an aggressive war, a militarist, a person with own an interest in party politics, or an anti-semitic. My deference and my deep affection for this great and noble man may be transparent in my statement but it would never prevent me from telling the truth even if it was less favourable than it is in actual fact.

Bochum-Gerthe, 14 October 1947
(signed:) Walter Ostwald

(page 9 of original)

I herewith certify that the above signature made in my presence is that of Harry Walter Ostwald of Hoppenheim an der Bergstrasse, House Dominiaborg.

Bochum-Gerthe, 14 October 1947
L.S. (signed:) Doro
Notary Public.

CERTIFICATE OF TRANSLATION

10 December 1947

I, George Goodman, No. 34789, hereby certify that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of Krauch document No. 6.

George GOODMAN, No. 34789.

- 5 -
"END"

II - 15

TRANSLATION OF REVERSE DOCUMENT No.20
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Doc.Krauch 30.20
Exh. no. . . .

Professor Dr. Boris Rajowsky

Frankfort-on-the-Main,
16 July 1947
No.22, Stroesmann Allee

Affidavit

I, Professor Dr. Boris Rajowsky, Director of the Kaiser-Wilhelm-Institut fuer Biophysik, Frankfort-on-the-Main, have been warned that I am liable to punishment for making a false statement. I declare under oath that my testimony is in accordance with the truth and that it was given to be submitted in evidence to Military Tribunal No.1, in the Palace of Justice, Nuremberg, Germany.

I confirm that I have been connected with the "Institut fuer physikalische Grundlagen der Medizin (Institute for the Fundamentals of Medical Science), Frankfort-on-Main" since 1932, first as acting director and then as director and that it was largely due to the vigorous aid accorded by Geheimrat Dr. Carl Bosch of I.G. Farbenindustrie that the Institute was saved from the serious material crisis which arose in 1933/35, after the arrest and dismissal of Professor Dr. F. Dassauer, its founder and first director by National Socialist authorities. I should like to point out that as regards Professor Dassauer as well as myself and the Institute, Geheimrat Bosch was in deliberate and express opposition to the attitude of the NSDAP organs. In the years following the work of the Institute as well as my own was promoted by Geheimrat Bosch, in particular by his proposal to convert the Institute into the Kaiser-Wilhelm-Institute for Biophysics and by his active support.

(page 2 of original)

After the death of Geheimrat Bosch it was Professor Dr. Carl Krauch who in a most generous manner continued the support although my work was confined to research concerning the fundamentals of bio-physics exclusively, and not directly of benefit to the interests of national economy and outside the immediate sphere of I.G. interests. Any National Socialist maxims either (ideological or Party-political) made not the slightest difference. As far as Professor Krauch is concerned, I never had the slightest intimations or inquiries in this respect.

(signed:) Prof. B. Rajowsky

No.247 on the scroll of documents for 1947

I hereby certify that the above signature of Professor Dr. Boris Rajowsky, residing in Frankfort-on-Main, No.22 Stroesmann Allee, was appended before me, the undersigned notary, Dr. Hans Wilhelmi, in witness whereof I sign.

Frankfort-on-Main, 18 July 1947

(stamp:)
Dr. Hans Wilhelmi
Notary in Frankfort

TRANSLATION OF KRAUCH DOCUMENT NO. 20
CONTINUED

Krauch No. 20
Exh. No. . .

(page 2 of original cont'd)

Post: _____
Value: RM 3,000
fee: art. 39 RKO RM 4.-- (signed) Dr. Wilhelm
Turn-over tax " - .12 Notary
Total RM 4.12

CERTIFICATE OF TRANSLATION

10 December 1947

I, George Goodman, No. 34789, hereby certify that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of Krauch document No. 20.

George GOODMAN, No. 34789.

- 2 -
" END "

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TRANSLATION OF KRAUCH DOCUMENT No.33
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Krauch No. 33
Exh. No. . . .

Buchholz-Ruhr, 29 July 1947

Affidavit

I, Professor Dr. Karl Ziegler, Buchholz-Ruhr, Kaiser-Wilhelm-Platz 2, in the first place have been duly warned that a false statement on my part will render me liable to punishment. I declare on oath, that my statement is the truth and is made to be used as evidence by the Military Tribunal in the Palace of Justice, Nuremberg.

From 1936 to 1945 I was a regularly appointed professor of chemistry at the University of Halle (Saale) and director of the chemical institute there. I am now the director of the Kaiser-Wilhelm Institute for Coal Research. A certified copy of my discharge certificate is attached.

During my official activity in Halle, I had much to do with the Reich Office for Economic Development in Berlin, for the simple reason that any fruitful scientific research activities in the institute in my charge were at first difficult, and later entirely out of the question, without relations to this office.

(page 2 of original)

Professor Krauch was the director of the Reich Office for Economic Development for several years, and above all throughout the war.

On the face of things, Herr Krauch often appeared to be "dictator" regarding questions of chemical production, and an outsider was tempted, therefore, to view the functions of Herr Krauch, above all in the strictest co-ordination and direction of all forces engaged in chemistry in the light of war and war production. After but brief association with the Reich Office for Economic Development a scientist at the college would become convinced that the attitude of Herr Krauch towards science as a whole was a quite different one. Above all else, he was clearly concerned with the maintenance of research in chemistry and related fields in as many varieties as possible, and to preserve it for post-war days. This was done in as much as by no means only special military-economic research subjects were given support and promotion; it was also done by means of the successful efforts of the Reich Office to release the new academic generation from Wehrmacht service.

TRANSLATION OF KRAUCH DOCUMENT No.33
CONTINUED

Krauch No.33
Exh. No. . .

(page 2 of original cont'd)

It was an open secret at the Universities and colleges that pronounced differences in views existed between the far-sighted and open-minded attitude of Herr Krauch and

(page 3 of original)

the narrow-minded attitude of the characters in the Ministry of Culture who unfortunately made the decisions at that time. Hence it often became the rule at the colleges to present directly to Herr Krauch whatever perplexing problems found no sympathy in the Ministry of Culture. He has, with not infrequent success, thrown the entire weight of his personality which was not influential at that time, into the scales for the purpose of bypassing or thwarting the harmful measures of the Ministry of Culture.

Along with some of my Melle colleagues I, too, have turned to Herr Krauch in pressing emergencies on several occasions.

German science owes a great deal to Herr Krauch. It goes without saying as far as I am concerned, that Herr Krauch was definitely no national socialist by conviction in spite of earlier outside appearances to the contrary and that he has rather circumvented many measures introduced by the national socialist regime.

(signed:) Karl Ziegler

Document Register No. 415
for the year 1947. The above signatures of Professor Dr. Karl Ziegler, of Muchlheim/Ruhr, Kaiser-Milholn-Platz 2, I herewith certify to be correct.

Muchlheim on the Ruhr, 30 July 1947

(signed:) signature
Notary

(stamp:)

Break-down of costs ...

TRANSLATION OF KRAUCH DOCUMENT NO.33
CONTINUED

Krauch No.33
Exh. No. . .

CERTIFICATE OF TRANSLATION

11 December 1947

I, George Goodman, No. 34789, hereby certify that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of Krauch document No. 33.

George GOODMAN, No. 34789.

- 3 -
"END"

TRANSLATION OF KRAUCH DOCUMENT NO. 45
OFFICES OF CHIEF OF COUNSEL FOR THE CHARGES

Krauch No. 45
Exh. No.

Society of the Friends
of the
Heidelberg University

A f f i c e s v i t .

I, professor Dr. Johannes Hoops, Geheimer Rat, residing in Heidelberg, Klingenteich 13, have been cautioned that any false statement on my part will render me liable to punishment. I declare on oath that my statements is the truth and was made to be submitted as evidence to the Military Tribunal at the Palace of Justice in Nurnberg, Germany.

In 1940 Prof. Dr. Carl Kraush was asked by the Vorstand of the Society of Friends of the Heidelberg University to take over the chairmanship of the Society, as successor to the late Geheimrat Bosch. He accepted the offer and immediately and very successfully took an active part in the affairs of our Society, the purpose of which is to further the tasks of the university and to supplement the State welfare payments by means of voluntary contributions. In order to raise the urgently needed funds which could not be obtained from the State, Prof. Kraush instituted an extensive campaign of support on the part of industry, won the society numerous new members and made the fairly large funds thus raised available for scientific purposes. In this way Professor Kraush played an essential part in keeping above water, in a very difficult time.

(page 2 of original)

large spheres of German science, particularly the pure sciences and theology. He supported science regardless of Party requests and war demands. In his endeavors the conception of science was always inseparably linked with an entirely unbiased freedom of research. He never even attempted to make the furtherance of a scientific work in any way dependent on any purpose, political or otherwise. I also wish to emphasize that the support rendered by the Society of the Friends of the Heidelberg University and the use of the funds for the university institutes, granted by this Society, were in no way controlled or influenced by the State.

The secretary of the Society of the
Friends of the Heidelberg University
(signed): Prof. Dr. Johannes Hoops
Geheimer Rat

This is to certify and attest that the above signature of Geh.
Rat Prof. Dr. Johannes Hoops, residing in Heidelberg, Klingenteich 13,
was appended in the presence of Prof. Dr. Wahl.

(signed): Eduard Wahl
Heidelberg, Professor der Rechte
11 September 1947 (jurisprudence)

TRANSLATION OF KRAUCH DOCUMENT NO. 45
CONTINUED

Krauch No. 45
Exh. No. -----

CERTIFICATE OF TRANSLATION

11 December 1947

I, John Fosberry, No. 20 179, do hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Krauch document No. 45.

John FOSBERRY,
No. 20 179.

- 2 -
"END"

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Affidavit

I, Professor Dr. Josef GOUBEAU, residing in Goettingen, Lotzestrasse 31, have been duly warned, that I render myself liable to punishment, if I make a false statement. I declare on oath that my statement is true and was made to be submitted as evidence to the Military Tribunal in the Palace of Justice in Nuernberg.

Since 1932 I occupied myself with the application of the Raman-Effect for the definition of Molecule-Structures and for carrying out Analyses of Mixtures of Organic Elements. This work was furthered since 1937 by the Reich-Research-Council (Reichsforschungsrat) (Prof.Dr. MENTZEL, Ministerial-Director in the Ministry of Education (Kultusministerium); at the beginning of the war however, it was declared by the same office to be of no importance to the state and war-fare. In spite of that, the Reich-Office for Economic Development under the leadership of Professor Dr. Carl KRAUCH approached me in 1940 with the offer to support this work. This was done during the war until its end in the most magnanimous manner. While the Ministry for Education, on the occasion of my appointment to Associate-Professor (a.o. Prof) in Goettingen in 1943, refused, to give me 5000 Reichsmark for the further extension of the

Institute with regard to equipment, and that the only request I had ever made, the Reich-Office complied generously with all my wishes. At the same time it was explained to me personally that this was done particularly, because the Ministry for Education was motivated by entirely wrong opinions when it came to a distribution of money for Research-purposes and therefore failed. Professor BRAUCH had made it his duty, to further Chemical Research in Germany, independent of any Party-affiliation, in contrast to other Reich-Offices. This is proved already by the choice of reliable persons (Vertrauensleute) of the Reich-Office, amongst them men like Prof. Dr. A. WINDHAUS and Geheimrat H. TIELAND, whose unequivocally negative attitude towards the Regime in power was commonly known. Other Colleagues too, whose attitude against the Nazi-Regime was unmistakable, as for instance amongst others Prof. Dr. W. BLITZ in Hannover, took part in gatherings of the Reich-Office whilst otherwise they avoided scrupulously any cooperation with Party-Offices and such. Professor Dr. C. KRAUCH insisted over and over again, and it is borne out by facts, that he was only interested in the advancement of purely Chemical Science. Because of this, I was not called upon to work together with any Section of the Wehrmacht either or to work for the same, although my sphere of work could have been suitable.

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KRAUCH No. 85
Exhibit No.

for it. I was able to continue my work during the entire period of the war, without coming into contact with the Wehrmacht. In spite of this, the Reich-Office made it possible for me to recall co-workers from the armed forces, to release female co-workers from the Labor-Service etc...

When in 1943 Professor Dr. FEHER was called to Göttingen, in order to represent here the Department of Analytical Chemistry, there was no possibility to declare him indispensable with the help of the University and the Ministry for Education. In answer to my inquiry the Reich-Office declared itself at once willing, to give FEHER a Research-Order and to declare him for this reason as indispensable. FEHER was not called up for military service. These facts and numerous similar cases proved to me every time, that Prof. Dr. G. KRAUCH and the Reich-Office for Economic Development under his supervision, were always concerned with the advancement of chemical science and scientists independent of Party-affiliation and the importance of the Research for the warlike; if necessary even in opposition to official Party-agencies and Reich-Offices.

I feel the urge, to make this statement, since KRAUCH is accused of having prepared for the war. I personally have always had the impression during the war that he and the Reich-Office

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KRAUCH No. 85
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for Economic Development under his direction, with whom I had to deal, were not interested in the development of a chemical science for war-purposes only and furthered it, but a chemical science was furthered, which can only develop fully in peace-time and only then will be able to show positive results.

Goettingen, 5 December 1947

signed: Dr. Josef GÜBELAU

No. 401 of the Document-role, Year 1947

The foregoing signature given in person by Herr Professor Dr. Josef GÜBELAU, residing in Goettingen, Lotzestrasse 31, is herewith certified by notary and at the same time it is certified that the affidavit was made before me.

Goettingen, 5 December 1947

Stamp: Dr. Gerhard ECKELS signed: Dr. Gerhard ECKELS

Notary in Goettingen

Notary

Costs:

Fee 3.-- RM

3 % Tax 0.09 RM

3.09 RM

- - - - -

signed: ECKELS

Notary

- - - - -

The correct and true copy of foregoing Document is certified:

Nuernberg, 13 December 1947

signed: Dr. B. HETTER
Attorney-at-law

Document Book VII KRAUCH
KRAUCH Document No. 83
KRAUCH Exhibit No.....

Institute for the Construction of Apparatus of the
School of Technology, Karlsruhe
Professor Dr.-Ing. Emil KIRSCHBAUM

Karlsruhe, 4 December 1947

Affidavit

I, Professor Dr.-Ing. habil. Emil KIRSCHBAUM, residing at Goeppingen,
near Karlsruhe, Goethestrasse 2d, after having been duly cautioned
that I render myself liable to punishment if I make a false affidavit,
herewith declare that my statement corresponds to the truth and was
made in order to be presented as evidence before the Military
Tribunal in the Palace of Justice in Nuremberg.

1. I have been working at the School of Technology of Karlsruhe
since 1928.
2. The "Reichsamt fuer Wirtschaftsausbau" (National Office for
Economic Development) during the war also supported scientific
research which did not aim at the solution of problems imposed
by war-time conditions. I for instance got into contact with
the Reichsamt for the first time, when I was requested by them to
examine a thin-layer-exchange-bottom, a patent of Professor
von ANTHOPOFF's. The results of these tests were published in
the supplementary publication of the "Verein Deutscher Ingenieure"
(German Engineers' Association) "Technical application" 1944,
Number 3,

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KRAUCH Document No. 83
KRAUCH Exhibit No.....

with the consent of the Reichsamt. The Reichsamt put more funds at the disposal of my institute, which a.o. were used for research in the field of artificial drying, exchange of heat or distillation and rectification. A considerable part of the results of these tests has already been published, or I lectured about them at meetings or shall publish them in the future. It was therefore not the question of secret research being conducted in the field of warfare but of matters of general interest to technical sciences. A number of those research works which are ready for print, were photographed in my institute already in 1945 by experts of the American Headquarters in Frankfurt on the Main, in order to be published in America.

Thanks to the support on the part of the Reichsamt, research work could be taken up and we carried on with our tasks. Thus research has actually been tided over the difficult period of the HITLER-regime.

signed: E. KIRSCHBAUM

I, attorney-at-Law Dr. Conrad BOETTCHED herewith certify and testify that the above signature was made by Professor Dr. Emil KIRSCHBAUM of

Document Book VII KRAUCH
KRAUCH Document No. 83
KRAUCH Exhibit No.....

Karlsruhe-Groetzingen, Goethestrasse 26.

signed: Dr. BOETTCHER
(attorney-at-Law)

Certified literal and correct copy of the above document.

Straubing, 12 December 1947

signed: Dr. BOETTCHER
attorney-at-Law

- TRANSLATION OF KRACK DOCUMENT No. 31 -
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

Krauch No. 31
Exh. No.

Prof. Dr. med. Fritz ZICHHOLTZ
Professor of Pharmacology.
Pharmacological Institute
of the University of Heidelberg.

Heidelberg,
27 July 1947
Hauptstrasse 47-51
Telephone 218e

affidavit.

I, Fritz Zichholtz, residing in Heidelberg, Hauptstrasse 47/51 in the first place have been duly warned that false statements on my part will render me liable to punishment. I declare on oath, that my statements are true and were made to be used as evidence by the Military Court in Heidelberg, Germany.

In rendering the following affidavit, I am responding to a request by the defense of Dr. Krauch.

I have known Dr. Krauch since 1926. At that time, I was director of the Pharmacological Institute of the IG Farben-industrie A.G. in Leverkusen. I was first introduced to the firm by Dr. Mittasch, and received introductions to carry out pharmacological investigations for the Oppau works. This work dealt primarily with food and vitamin questions, i.e., basically, with humanitarian matters. From the very beginning, Dr. Krauch was conversant with these matters since he grew up in the atmosphere of the world-famous medicine factory (Farbenfabrik) of Elberfeld-Leverkusen, where his father worked as a chemist.

(page 2 of original)

I then observed from a distance the tremendous advance made in the field of biological research under the management of Dr. Krauch in Oppau. I was able personally to convince myself of the carcinom investigations conducted there on a very large scale; I know that these investigations could be traced to an original idea of Bosch, yet were furthered on a most generous scale by Dr. Krauch, as head of Oppau, at all times in the spirit of Bosch. These research projects regarding a basic problem of humanity which, according to hour-say have devoured millions, aroused attention far beyond Germany's borders; if no greater success befell the investigations, it was due essentially to the deficient qualifications of the director of biological research at that time, for whose selection Dr. Krauch is not responsible.

TRANSLATION OF KRUAUCH DOCUMENT No. 31
CONTINUED

Krauch I.o. 31
Exh. No.

(page 2 of original cont'd)

Lr. Krauch exclusively envisaged the great objective, an effective struggle against the carcinoma; he furthered it with all the resources at his disposal.

I learned further developments through Dr. Werner Koll, who was my Dozent (scientific lecturer) at that time; I urgently advised him to accept the position offered to him, since he would be able to build up the projected pharmacological institute under the influence of Lr. Krauch and with the latter's assistance.

(page 3 of original)

I also know that at that time, inter alia, work was being done on the deposit form (Depotform) of medicaments. The object is not to have the potent elements in an aqueous solution, but rather in a viscous emulsion from which the potent substance will only gradually be released, so that the medicine has a permanent effect rather than the customary spasmodic effect. I still have some of those "Luranto" (permanent substances) in my possession; the importance of this medical problem has again been manifested recently when accidentally absorbed penicillin in oil and bees' wax, so that a single injection every 24 hours is required instead of the usual 3-hourly injections. Many years ago, large numbers of such new medicines were produced in the Oppau laboratory, and placed at the disposal of the clinics, so that the principle was firmly established. A glance at the annual reports of the "Bildschor" (biological laboratory) would show how many-sided are the problems of medicinal treasures worked out there. To these belongs especially the work on an effective cure for epilepsy which is to the credit of the personal initiative of Krauch. On oft-repeated occasions I have discussed these matters with Prof. Krauch, and can vouch for his professional knowledge.

(page 4 of original)

During the war I was in regular contact with Lr. Krauch in a two-fold capacity. I was a member of the so-called Gesellschaft der Freunde (Society of Friends) of the University of Heidelberg, and had to take part regularly in the meetings. This was a club (Verein) whose objective it was to finance the installations at the University more suitably than the State of Baden was able to do, i.e., from the humanitarian (with the support of all faculties) and

TRANSLATION OF ENGLISH DOCUMENT No. 31
CONTINUED

Krauch No. 31
Exh. No.

(page 4 of original cont'd)

scientific angle. For years Mr. Krauch was chairman of this society and unsselfishly made great personal sacrifices since in addition to his large correspondence, he was called upon to travel and to attend conferences. This he continued to undertake with utmost conscientiousness during the war, in addition to his official and business obligations. At these conferences business was strictly confined to the welfare and work of the University of Heidelberg, and hence to pure research; and everything political was excluded.

During the war years, I furthermore received orders for research from the Reich Office for Economic Development of that time. These orders dealt exclusively with food problems, such as the effect of chemical preservation, the production of salad-oil from the grape-vine, the construction of domestic drying apparatus, the production of cheese

(page 5 of original)

from soybean, the production of albumin preparations from rape (rapeseed or colza) and lupines, no others. These national food problems which are, basically, purely humanitarian, were generously supported for me by the Reich Office. No humanitarian society could have done better; in my opinion, the obligations connected with the work were entirely non-political. The extent of the purely cultural interest of the Reich Office is demonstrated more especially by the establishment of a library for the history of medicine in Heidelberg, which was made from funds of the Reich Office.

According to my personal experience, Mr. Krauch maintained his old cultural and humanitarian interests as director of the Reich Office, and also showed an understanding interest in those fields so far removed from his own immediate tasks, which he himself felt to be particularly valuable, so that I could always count upon support from him.

(signed): Mr. Siegholts.

I hereby certify the above signature, executed in my presence of Prof. Dr. med. Fritz Siegholts, residing in Heidelberg, Hauptstraße 47/51.

Heidelberg, 27 Juni 1947

(signed)
Dr. jur. Eduard Wahl
Professor of Law
Lawyer Counsel.

TRANSLATION OF KRAUCH DOCUMENT NO. 31
CONTINUED

Krauch No. 31
Exh. No.

CERTIFICATE OF TRANSLATION

11 December 1947

I, George Goodman, No. 34 789, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of Krauch document No. 31.

George GOODMAN,
No. 34 789.

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" END "

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Guenzburg-on the Danube, 13 August
1947.

A f f i d a v i t .

I, Dr. Erno GROSSE, residing at Guenzburg on the Danube, Reisenburgerstrasse 2, having been duly cautioned that I render myself liable to punishment if I make a false affidavit, declare upon oath that my affidavit corresponds to the truth and was made in order to be submitted as evidence to the Military Tribunal in the Palace of Justice, Nuernberg, Germany.

From 16 July 1929 until 30 September 1946 I was an employee of the Ludwigshafen-Oppau Plant of the I.G. Farben. I am not affected by the Law for Liberation from National Socialism and Militarism and I left the plant on my own volition.

I made the personal acquaintance of Professor Dr. Carl KRNUCH in 1932 in connection with my research work in the field of Psychiatry, in particular of epileptic ailments. This personal contact increased more and more in the course of the years because Professor Dr. C. KRNUCH took a special interest in my research work as his son Robert showed symptoms of a developing epileptic illness. The new anti-epileptic remedy which I had developed and which operated on a completely new basis, was first tested on Professor KRNUCH's son Robert and then, upon his instigation, dispensed to sanatoriums and clinics of universities. This remedy which is being prepared to-day in my own plant,

under the name of "Citrullinon V", is excellently commented upon by institutes and hospitals. In the very development and preparation of this remedy Professor KRAUCH gave me the greatest support and, upon his request, this remedy was dispensed toiling persons on a large scale and for a long time free of cost. In the course of many conversations and discussions with Professor Dr. KRAUCH I found time and again that he felt warmly for toiling persons, and he repeatedly asked me to dispense to patients other remedies also when they were hard to get or whenever it was necessary for other reasons. Then during the war the removal of mentally diseased persons also got in at the institute of Guenzburg, where I had a research laboratory as ordered by my firm, I could save many a patient from certain extermination only by making use of Professor KRAUCH's name and, with his basic consent, by affirming that some patients were indispensable to me in my research work on metabolism. In the course of many conversations with me, Professor KRAUCH always and repeatedly expressed his utmost indignation at such methods of exterminating human life, and time and again he asked and requested me

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Exhibit No.

to help those poor suffering people in their misery.

I am firmly convinced that Professor Dr. KRÄUCH, by his great efforts as regards the remedies which I had developed, and by the fact that he supported my work in that respect to the utmost of his ability, has rendered great services to suffering mankind. As far as I know, and in my opinion, Professor KRÄUCH has always been an upright, just man who believed in God and who never denied his help to suffering or needy human beings.

(signed): Dr. Irno GROSSL.

Document Roll No. 669/1947.

The foregoing signature of Dr. Irno GROSSL, residing in Guensburg, Leisenburgerstrasse 2, made before the notary of Guensburg, is certified herewith and attested to by me.

Guensburg on the Danube, 14 August 1947.

(stony) (signed): signature.

Notary Regulation No. 669	
Value: 200,- Reich Marks	
Notary fee under Article 39	2,- Reich Mar
Sales Tax	0,06 " "
	2,06 " "

The Notary
(signed): signature.

Dr.phil.Alwin MITTASCH

Dr.Ing., honoris causa; Dr. der Landwirtschaft, honoris causa.

Heidelberg, 9 August 1947

Quinciusstrasse 41.

I, Alwin MITTASCH, have been cautioned that I render myself liable to punishment if I make a false affidavit. I declare on oath that my statement corresponds to the truth and was made to be submitted as evidence to Military Tribunal No.6 in the Palace of Justice, Nuernberg, Germany.

In the thirty years (1904 - 1933) that I spent as a chemist and later also as chief of a laboratory with the Badische Anilin- & Soda Fabrik Ludwigshafen/Rhein, there were among the great number of my temporary collaborators not a small portion of young men who had a special aptitude for chemical and technical sciences and who were efficient, among them, again, some who combined professional knowledge and richness of ideas, technical aptitude and energy, with a passionate enthusiasm for their vocation; a combination which leads one to expect much with respect to subsequent performances in the field of chemical engineering. Herr Dr. Carl KRAUCH belonged to this group of chemists who appeared to be "select" from the beginning.

In the years 1913/14 when KRAUCH was one of my collaborators,

he conducted, with great zeal and skill, various experiments which referred partly to the sharing of the ammonia synthesis, then in the stage of development, partly to the field of hydrocarbon chemistry, for which research had not yet passed the rudimentary stage, and to others.

Specifically, I remember the removal of troublesome impurities (sulphur-and carbon oxide) from technical gases, the catalytic hydrogenation of organic compounds, as well as the effects of magnesium and aluminium on organic nitrogen compounds: a new chemical reaction of eminent scientific importance, which was developed by KRÄUCH very independently.

If, subsequently, I had to release KRÄUCH for the sake of trials connected with the technical management of the plant, my regret over the loss was mitigated by the conviction that, also for the future, he would do well, and accomplish great things, for the benefit of chemistry. As a matter of fact KRÄUCH, in the years of the rise that followed, took part in inventions in various fields, as a list of patents shows: creation of new nitrogen fertilizers (mixed nitrure like calcium ammonia salpetre), Methanol and "Isobutyloel" and, above all, (together with Dr. Matthias PIER) catalytic coal hydrogenation for the production of gasoline.

- More and more organizational achievements were added to the list.

Culminating points of Krauch's activity among other things were: his work for a starting of the production of the Leuna Werke (around 1917) and, later on (1921), the methodical and incredibly speedy reconstruction of the plant which had been destroyed by the explosion at Oppau. In the Twenties, when he directed the Oppau Plant and thus was also in charge of my research laboratory, he used his influence at all times for the promotion of our chemical-as well as of the bio-chemical research work, which soon began also, thus following in the footsteps of his great model Carl BOSCH in this respect also. Finally, he gained special credit, recognized by the international professional world, in realizing the industrial production of gasoline, already mentioned.

In the course of this, as well on other occasions, he energetically safeguarded and furthered, also against considerable difficulties and opposition, the interests not only of his firm, but also those of the entire field of chemical engineering. This applies, in particular, to the last decade, after Krauch, upon Professor Dr. Carl BOSCH's desire - who certainly cannot be reproached with any inclination for the erroneous tendencies of the Nazi-system - had taken up employment with the Berlin Office for German Raw- and other Industrial Materials. It was an open secret that Carl BOSCH had delegated precisely this man to Berlin, as because of his energy and smartness, combined with his intellectual and moral integrity, one could expect a supreme effort on his part.

to keep the damage, threatening the chemical industries through the narrow-mindedness of the Party, as low as possible, to put it figuratively - in BOSCH's own words -, that he would see/it that "as little china as possible was broken". As far as I know, KRAUCH did not like this mission and accepted it only hesitatingly. To serve the good cause in BOSCH's sense, he was doubtless making a sacrifice then, since he had to part from his family and his job in the plant, which meant everything to him.

As will be easily understood, only a few particulars of KRAUCH's activity during the last decade, have come to my knowledge. What I appreciated particularly highly was the fact that in the course of addresses and in articles, KRAUCH repeatedly pleaded frankly for the unhampered development of the exact sciences, for the promotion of research at Universities, and for the training of an efficient younger generation, all problems which were immensely endangered, as a result of the blind practices of unprofessional interference on the part of the Party-Government. Thus, for instance, KRAUCH's article "Forschung in Hochschule und Werk" (Research at College and in the Plant), Leipziger Illustrirte Zeitung dated 22 August 1940, reads as follows: "Finally it is known that the tremendous taxing of the capacity of the chemical plants of late has immensely increased their demand for expert personnel. Universities were pushed into the background. There can be no doubt that this

development is unsound". These are sentences which in government circles were certainly not acclaimed! Similarly, in a broadcast address on 12 July 1943: "In the interest of the rising generation the German University must remain what we have valued so highly in it: a protector of truth, unselfish effort and scientific progress."

With reference to KRAUCH's political activity I can only say that in the years that I was still having regular contact with him, he hardly displayed any political interest at all, because chemistry and engineering meant to him more than anything else and left him no time for any such things.

If, at a later time, KRAUCH's work was benefiting also economic-political and military purposes, this does not necessarily mean that he had been adopting Party views and that he had sold himself for better or for worse to an aggressive militarism. On the rare occasions that I met Carl KRAUCH during the war years, I did not gain the impression that he had given up his absolutely humanitarian views which, in addition to his professional achievements, I had come to appreciate in him previously. It is fair to assume that he held out on his post because he considered it his duty to safeguard

the interests of chemical science and engineering to the last.

In a sense Carl KRAUCH is a fanatic, a fanatic, however, of scientific and technical progress, a pioneer of industrial development who, in connection with "gasoline from coal", will be praised even a hundred years from now. During the last decade, in my opinion, he was acting in such a way as was, under the existing circumstances apparently inevitable, unavoidable for a non-politically minded man of his type. The passion for a lasting enrichment of chemistry and engineering in the service of the cultural prosperity of mankind was, in my opinion, the guiding principle for the conduct of his life, for the style and method of his work.

As for my own person I have to state the following:

I, Paul Alwin MITTASCH, born in 1869, became first an elementary teacher and as such studied chemistry in off-time hours in Leipzig with Wilhelm OSTWALD, obtaining the degree of doctor in 1902.

Soon after that (1901) I took a job with the Badische Anilin- & Soda-Fabrik, Ludwigshafen/Rh., where, as chief assistant of Dr. Carl BOSCH, I took an essential part in his analyses for the fixation of atmospheric nitrogen and, from 1908 onwards, I participated in the technical development of Fritz HABER's ammonia synthesis.

The discovery of the catalyst, which is still in use in all countries even today and which is used for the commercial manufacture of ammonia from the elements, was my work mainly.

This was followed up by further important discoveries, particularly in the catalytic field. From 1908 onwards I was in charge of the newly founded chemical research laboratory in Oppau. Towards the end of 1933 I retired, thus ceasing to work for the Plant and losing insight into its further development. I took to writing then and, obeying my taste for philosophy, I continued developing the catalytic idea by writing historical science from the point of view of natural-philosophy.

My life-work was honored by numerous decorations and distinctions: Dr.Ing.honoris causa, Dr.der Landwirtschaft (agricultural)honoris causa, Emil Fischer-Gedenkmedaille, Liebig-Kekule-Picelotte, Bunsenmedaille, Farben-Denkmuende.

I became a member of the German Academy of Scientists in Berlin, and of the Heidelberg academy of Sciences; an honorary member of the Association of German Chemists. I have been in friendly relations with eminent personages also from abroad, for instance, with OOTTRELL, Jerome ALICANDRA, TROUT in the USA, CROWTHER and DOMINAN in England, MATIGNON in France, EULER-CHELPIN in Stockholm, Albert SCHWEITZER in Lambarone, and others. In 1927 I made a trip for purposes of study to the USA

where I lectured in interested circles on developments in the new nitrogen industry. In 1936 Professor PAHRAVANI invited me to direct a section of the International Congress for Chemistry in Rome (I declined for formal reasons).

Since 1946 I have been in contact with Dr. Edward HUMELY, New York (former collaborator on the New Deal), discussing with him problems of nutrition, particularly of nutritive yeast.

I am not affected by the Law concerning Liberation from National Socialism and Militarism (Denazification Board Heidelberg, file number 59/3/925, decision dated 15 August 1946).

signed: Dr. Alwin MITTASCH

I certify that the above signature is that of Herr Professor Alwin MITTASCH, resident of Heidelberg, Quinckestrasse 41, signed before me, Professor Dr. Eduard WAHL.
Heidelberg, 11 August 1947.

signed: Prof. Dr. Eduard WAHL

Defense Counsel

I certify that this is a literal and correct copy of the above document.

Nuremberg, 13 December 1947

signed: Dr. BOETTGER

attorney-at-law.

Document Book VII KRAUCH
KRAUCH Doc. No. 73
Exhibit No.

Inventions of Professor Dr. Carl KRAUCH.

O.Z. German Your: corresp. Co-Inventor: Subject:
Deich Patent Registration Number:

1785 307 580	1913	1 271 013	Dr. BOSCH Dr. MITTSCH	Hydrogenation and Dehydrogenation of organic com- pounds
1885 289 694	1914	1 207 968	Dr. MEISER	Removal of carbo- n monoxide
1901 236 450	1914	-	Dr. MEISER	Absorption of carbon monoxide with cuprous oxi-
1915 288 843	1914	-	Dr. MEISER	etc
2678 553 785	1923	1 889 251	Dr. HOCH- SCHLEIDER Dr. SCHUNCK	Isobutyl alcohol
3066 Registration withdrawn	1925	1 890 435	Dr. ZIER Dr. KUPPLINGER	Pressure hydroge- nation with hydrogen and nitrogen
		1 931 549		
		1 931 550		
		1 983 234		
		1 994 075		
		1 996 009		
		2 005 192		
		2 006 996		
		2 115 336		
		2 132 955		

3 077

Document Book VII KIUCH
KIUCH Doc. No. 78
Exhibit No.

O.Z.	German Reich Patent	Year: corresp. Patent Re- gistration Number:	Co-Inventor:	Subject:
3067	508 466	1925 1 890 434	Dr. PIER, Dr. SOESSLER	Pressure hydro- genation with molybdenum
3075	609 538	1925 1 890 436	Dr. PIER, Dr. ANTHES	Pressure hydro- genation with molybdenum
3105	registration-1925 withdrawn	-	Dr. PIER	Hydrocarbons from coal; 2 stage process
3121	645 141	1925 -	Dr. PIER, Dr. SINON	Pressure hydro- genation with molybdenum
3166	657 703	1925 -	Dr. PIER, Dr. ANTHES, Dr. PINSCHER	Pressure hydro- genation with tungsten or chromium
3226	registration-1925 withdrawn	-	Dr. PIER	Pressure hydro- genation, partly oxydized hydro- carbons
3247	536 794	1925 1 960 974 cancelled	Dr. PIER, Dr. EISENHUT	Separation of hydrocarbons with methanol and cycl. hydrocarbon
3250	515 523	1925 -	Dr. PIER	Improvement of tar by adding turf or lignite
3261	registration-1925 withdrawn	-	Dr. PIER	Improvement of tar in the plastic state
3265	671 606	1925 -	Dr. PIER	Methanol-formic catalysts for pressure hydro- genation
3257	registration-1925 withdrawn	1 822 351	Dr. PIER, Dr. EISENHUT	Processing of hydrogenation products, extrac- tion with methyl alcohol

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Document Book VII KLAUCH
 KLAUCH Doc. No. 78
 Exhibit No.

O.Z.	German Reich Patent	Year: corresp. Patent le- gistration Number:	Co-Inventor:	Subject:
3276	Registration withdrawn	-	Dr. TIER	Improvement of coal by adding moist material or water
3278	578 711 1925	1 957 787	Dr. TIER, Dr. TINKLER	Pressure hydrogenation after sulphur had been removed by steam
3279	655 324	1925	-	Pressure hydrogenation, chromium steels 10% chromium
3285	577 335	1925	-	silver and other catalysts for pressure hydrogenation
3288	550 123	1925	1 932 365 Dr. TIER, Dr. ANTHES, Dr. HORSLEB	Benzole refining with hydrogen
3321	Registration withdrawn	-	Dr. TIER	Solvents, hydrogenation oils
3590	Registration withdrawn	-	Dr. TIER, Dr. TINKLER	Transformation of coal, decomposition in thin layers
3591	Registration withdrawn	2 035 133	-	Improvement of coal, in liquid state, then in gaseous state
3593	Registration withdrawn	1 823 495	Dr. MULLER-CURRIE	complex hydrocarbon from hydrogenation oils through polymerisation, possibly after full hydrogenation
3605	Registration withdrawn	-	Dr. TIER	Hydrocarbons from coal and similar material, introduction of the gases (Hydrogen) through porous plates
3616	Registration withdrawn	-	Dr. TIER	Transformation of coal and similar material resulting in excess of hydrogen

Document Book VII KRAUCH
KRAUCH Doc. No. 78
Exhibit No.

O.Z.	Year:	corresp.	Co-Inventor:	Subject:
		Patent Re-		
		gistration		
		Number:		
				excess of hydrogen
3635	Registration withdrawn	-	Dr. TIER	Transformation of coal, exchange of basic material
3636	614 916	1926	-	Pressure hydrogenation of medium oils
3638	626 171	1926	1 922 542	Dr. TIER, Dr. SIMON Liquefying of cracking followed by hydrogenation
3631	617 595	1926	1 881 692	Dr. MUELLER- CUSTARDI byproducts from pentanes
3632	Registration withdrawn	-	1 857 814	Dr. TIER high pressure heating, supply of heated gas
3305	529 049	1926	-	Dr. TIER, Dr. HOCH-SCHLEIDER Electrical heating of coal
3892	Registration withdrawn	-	-	Dr. TIER Transformation of coal, keeping away of iron, nickel, copper from reaction chamber
3942	Registration withdrawn	-	1 904 477	Dr. ANTHES, Dr. TIER Organic products from coal and materials with a boiling point of less than 300° C
4034	Registration withdrawn	-	1 881 691	Dr. TIER, Dr. HOCH-SCHLEIDER Separation of oil from mixed and solid matters by means of liquids
4386	505 843	1927	1 979 946	Dr. MUELLER- CUSTARDI Buna-tires
4771	659 012	1928	2 079 324	Dr. EYER, Dr. SCHLIEF- HAECKE Calcium ammonium nitrate

4859

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KRAUCH Doc. No. 78
Exhibit No.

O.Z.	German Reich Patent	Year: corresp. Patent Re- gistration Number:	Co-Inventor:	Subject:
4859	563 953 cancelled	1928	-	Dr. EYER, Dr. BIETZ Calcium carbonat- containing mixed fertilizer in a powdered state
5012	501 543 cancelled	1928	-	Dr. EYER Dr. KORN Dr. BIETZ Mixed fertilizer from fused mixed fertilizers con- taining ammonium nitrate but not calcium nitrate
8070	608 467	1933	-	Dr. PIER Pressure hydro- genation 2 stage process
8447	669 660	1934	-	Dr. PIER Neutralizing func with alkali's
8655	627 239	1934	-	Dr. PIER Electric heater for heating of hydrogen
8712	Registration withdrawn	1935	-	Dr. PIER Preparation of hydrocarbon
8751	Registration withdrawn	1935	-	Dr. EYER, Dr. SCHLIEP- HKE Manufacture of a fertilizer con- taining ammonium nitrate
8065	669 015	1925	-	Dr. PIER, Dr. INTHEIS Chromium catalyst for pressure hy- drogenation, derived from O.Z. 3166
10573	691 686	1928	-	Dr. EYER Calcium amon nitrate

Certified literal and correct copy of the above document.

Nuernberg, 13 December 1947

signed: Dr. BOETTCHER,
Attorney-at-Law.

Document Book VII KRAUCH

- - - - -
CERTIFICATE OF TRANSLATION
- - - - -

16 January 1948

We hereby certify that we are duly appointed translators for the German and English languages and that the above is a true and correct translation of the Document Book VII KRAUCH.

Hanna Marie BIESER, Civ. No. B-397989, (pages 1-2, 5-11)

Rosel GETREU, Civ. No. 45672, (pages 13-15, 38-40, 73-76)

Paul E. GROPP, Civ. No. B-397975, (pages 95-100)

Hans NICKENHAUSER, Civ. No. 20113, (pages 1-2, 5-11, 85-87)

Alfred OBERLANDER, Civ. No. 20192, (pages 53-56)

Ursula RUDMAN, Civ. No. 20130, (Cover, Index, pages 49-52, 77-79,
88-95)

Case 6
Defense

TRIBUNAL VI

CASE VI

DOCUMENT BOOK VIII

Professor Dr. Carl KRAUCH

Submitted by
Attorney-at-Law
Dr. Conrad Boettcher
Defense Counsel

Teng



I n d e x

to

Document Book VIII

Professor Dr. Carl Krauch, Case VI

Doc. No.	Exh. No.	Contents	Page
110		Affidavit by Dr. Reinhard Goldberg, dated 31 December 1947, on the assistance rendered to Dr. Goldberg by Dr. Krauch when the former was a victim of Gestapo measures. "I value very highly the fact that Professor Krauch came to my assistance without the slightest hesitation, and that he did so without even stopping to consider that he might in some way incriminate himself politically by his intervention on my behalf, and I now con- sider it my duty to come forward on his behalf in return, since my very case proves that Professor Krauch did not consider himself bound by Party scruples, and that to him, the interests of humanity were of far greater importance than the avoidance of difficulties."	1 - 4
111		Affidavit by Dr. Albrecht Sies dated 2 December 1947 on the work performed by employees of the I.G. in collaboration with Professor Krauch's office. "These employees were released from their work in exactly the same way as if they had been drafted into the Wehrmacht, or conscripted for labor service in another firm. Since, however, they received no remuneration from the Krauch Office, the I.G. continued to pay them as before."	5 - 5
112		Affidavit by Dr. Leonid Andrusow dated 14 December 1947:	

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Professor Dr. Carl Krauch, Case VI

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Dr. Andrusow was born in Latvia.
He called the attention of Professor
Krauch to the necessity for improving
the conditions of the Russian workers and
prisoners of war. Krauch applied himself
very readily to this task. After protracted
negotiations with the appropriate Police
Offices, he succeeded in obtaining a
special permit.
The workers were to be recruited on a
strictly voluntary basis, and good
accommodation, outside the so-called
Western Workers' Camp, was to be
provided for their families
Our efforts to broaden the scope of
relief work were unceasing, and to
these efforts, Dr. Krauch gave his
constant support.
There was an increase in the amount of
the relief work carried out - work upon
which I had embarked with such success -
at the moment when the German retreat from
the Caucasus began. A great many Russian
professional people and the so-called
"people of the old school" (frühere
Leute) dreaded the return of the Bolsheviks
and fled westwards before the retreating
German troops. A reception center for
Russian scientists and engineers was
established in a communal camp for German
and foreign workers of the Heydebreck
Works of I.G. Farbenindustrie, which was
situated very favorably at a railroad
junction. Although there was an acute
shortage of accommodation for German
workers, we succeeded, with constant
support from Dr. Krauch, in obtaining
for a considerable period of time a
number of huts, communal kitchens,
dining-rooms and common-rooms for this
reception center. Arrangements were
even made for

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Professor Dr. Carl Krauch, Case VI

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families to have single rooms. Schools and Kindergartens were established for the children, with specially selected teachers. In addition to the scientists and technicians and their families, shelter was offered to other Russian and Ukrainian refugees, among them a number of clergymen. Moreover, in the neighboring plant of Blochhammer, a number of huts were erected on my orders for Russian scientists, in which each family had a separate room. There too, a school, a Kindergarten, a library and a church were erected. I should like to add that all the priests who served there were confirmed by the Metropolitan Seraphim of the Orthodox Church and that the Metropolitan himself came from Berlin to visit one church and another and to conduct divine service there.

These violations of regulations were tolerated by the local authorities only because of the interest taken in the work by Professor Krauch, under whose orders I was working and who had intervened purely for reasons of humanitarianism.

By far the majority of the Russian workers and refugees knew of this service, with the result that many thousands of them came or wrote to me with requests for help and advice. Its existence was also known to the Police and Abwehr authorities, who repeatedly criticized and threatened to suppress it. In this instance too, Professor Krauch succeeded, through his active personal interest, in persuading the authorities to continue at least, to maintain an attitude of tolerance towards the service. In many cases it was Professor Krauch who was responsible for the fact not only that the service was not impeded in the execution of its work, but that it was possible for it to continue to exist at all.

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Professor Dr. Carl Krauch, Case VI

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In this connection, I must stress
the point that, despite the enormous
amount of work with which he was
burdened, Professor Dr. Krauch always
had time to receive me, in order
that he might learn from me of the
current state of affairs within the
relief service, and might give his
support or consent to the work.

I have in my possession a number
of letters and certificates which give
proof of the execution of the above-
mentioned relief work, work done for
the benefit of several thousand people.
Some of the writers of these certificates
can no longer be reached; others are afraid
that by making affidavits for the Military
Tribunal in Nuremberg, they might incur
the disfavor of the American occupation
authorities. I therefore attach several
copies of such statements, and declare on
oath that the reports were made to me in
person and that I hold the originals." 7 - 29

113

Affidavit by Dr. Robert Stadler dated
24 September 1947.
Explanation of the French radio report
of 1933 that a poison gas against
which the respirators then known
provided no protection, had been dis-
covered in the Oppau Works.
"To the best of my knowledge, the
experiments were not resumed at any
time, not even during the war, and no
poison gas of any kind was ever
produced in the Oppau plant." 30 - 31

114

Affidavit by Georg Günther dated
5 January 1948.
"I know from experience gained when
working for the

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Professor Dr. Carl Krauch, Case VI

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		Plenipotentiary General for Special Questions of Chemical Production (Gebachemie) that voluntary, foreign workers who left their posts in Germany, thereby breaking their contracts, were not reported to the Gestapo either by the Gebachemie or by his district commissioners."	32
115		Affidavit by Dr. Johannes Eckoll dated 8 January 1948. Dr. Eckoll was technical specialist on questions connected with rubber and Buna at the Headquarters of the Plenipotentiary General for Special Questions of Chemical Production and adviser on questions connected with rubber in the Reich Ministry of Economics. "In the capacities described above, I was also connected with the building of the Buna plant at Auschwitz. I certainly do not remember the Gebachemie or the Reich Office for Economic Development's having attempted to obtain concentration camp labor for the construction of the Auschwitz Buna plant."	33 - 34
116		Affidavit by Dr. Karl Weber dated 5 January 1948, on Professor Krauch's work on behalf of the half-Jewish Dr. Paul Heisler.	35 - 36
117		Affidavit by Dr. Wilhelm Wirth dated 10 January 1948. Dr. Wirth was Department Chief of the Department of Chemistry of the Plenipotentiary General for Special Questions of Chemical Production. He expresses his attitude to Goering's decree of 18 February 1941, Exhibit No. 1417, Volume 72, page 39 of the English Document Book, on the use of concentration camp labor in the Buna Works, Auschwitz, and to his letter, Exhibit No. 1422, Volume 72, page 71 of the English Document Book. He states that, in accordance with Goering's decree, Himmler	

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Professor Dr. Carl Krauch, Case VI

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		issued an order, dated 25 February 1941, for the implementation of Goering's decree. Dr. Wirth informed I.G. of this order in a letter dated 4 March 1941. That he prefaced this letter with the words "at my instigation" is to be attributed to the fact that Goering had expressly mentioned the Plenipotentiary General for Special Questions of Chemical Production in his decree, in connection with the regulations to be issued by Himmler. Dr. Wirth was unable, however, to remember any application made by the Plenipotentiary General for Special Questions of Chemical Production himself, on the basis of Goering's decree. If such an application was, in fact, made, it could only have been a question of his having requested from Himmler the implementation instructions prescribed by Goering for the execution of his order.	37 - 39
118		Affidavit by Dr. Hermann Horng, dated 27 July 1947, on Professor Krauch's recommendation that everything possible should be done to assist the work of rendering gas grenades harmless.	40 - 41

Ludwigshafen, 31 December 1947

A f f i d a v i t .

I, Dr. Reinhard Goldberger, residing at Ludwigshafen/Rhine,
"Zehlerstr.13, have been warned that I shall be liable to
punishment for making a false statement. I herewith declare under
oath that my statement is true and was made in order to be
submitted as evidence to the Military Tribunal, Palace of Justice,
Nurnberg, Germany.

On 15 February 1919 I joined the Badische Anilin -& Soda-Fabrik,
where I was first employed in the monia laboratory at Oppau,
and later on as Betriebsfuehrer in the Oppau plant. In 1933 I
became Chief of the Sparten office, and in 1939 I was made
Director of I.G. I have known Professor Krauch since about 1921.

In 1939, following a denunciation, my wife was accused by the
Gestapo because of her political views.

In 1944, due to some remarks which I had made and in which I had
frankly expressed my political views, which deviated in essential
points from the Party's views, I was denounced to the Gestapo.
I was accused of having taken an attitude hostile to the Party
regarding Hitler's policy towards Italy, the treatment of the Jews
and of the Church, as well as on questions regarding peoples who
were at that time under German military sovereignty. The Gestapo
forwarded

the denunciation to the Special Court at Saarbruecken which instituted proceedings against me.

I immediately informed Dr. Wurstner, in his capacity as my Betriebsfuehrer, of the denunciation and asked for his intervention; he at once declared his willingness to help without even making any inquiries as to what I was reproached with. When he made inquiries in Ludwigshafen and Saarbruecken about the real facts and found out that the matter had already been referred to Berlin, he contacted Professor Dr. Krauch and asked for his help.

I am absolutely convinced that it is solely due to the energetic assistance of the two above mentioned gentlemen that after negotiations lasting for about five months the proceedings against me were stopped in May 1944. I should like to emphasize that Professor Krauch never asked me for any details regarding my remarks; his immediate reaction was that my arrest or punishment was out of the question. He took great pains and spoke personally to the Gestapo and to the Ministry of Justice, Berlin, in order to have the proceedings against me quashed. In view of Dr. Krauch's prominent position the fact that he stood up for me must, in my opinion, be regarded as highly commendable. If he had been convinced

National Socialist he would have at least inquired into the reasons which led to the accusation, if only to avoid being reprimanded for standing up for a man who, after having had his case investigated, might be liable to punishment. He always saw the human side of it and was not at all afraid of running the risk of being reprimanded for sympathizing with my views.

My case was aggravated by the fact that firstly, as a director of I.G. I was in a leading position, and secondly, owing to the denunciation of my wife I was already incriminated to a certain extent; also because - as I now heard from various sides - I was apparently being continually watched because of my negative attitude to National Socialism. In my opinion it was quite a dangerous thing for Professor Krauch to do to stand up for me, because the investigation by the Gestapo in 1944 was conducted in a particularly severe manner. I value the fact very highly that Professor Krauch, without the slightest hesitation, helped me and that he did so in disregard of whether or not he might incriminate himself politically by standing up for me. I now consider it my duty to come forward on his behalf, because my case proves that Professor Krauch did not consider himself bound by Party views.

Krauch- Document No. 11C

Krauch-Exhibit No. . . .

To him the human side was much more important than the avoidance of any difficulties which might have arisen for him.

signed: Dr. Reinhard Goldberg

I herewith certify that the above signature is that of Director Dr. Reinhard Goldberg, Ludwigshafen/Rhine, Wehlarstr. 13, and was given before me, Dr. Wolfgang Heintzeler, Ludwigshafen/Rhine, Brunkstr. 13.

Ludwigshafen/Rhine, 3 January 1948

signed: Dr. Wolfgang Heintzeler
Attorney at Law

I herewith certify that the above document is a true and correct copy.

Nurnberg, 7 January 1948

signed: Dr. Conrad Scettcher
Attorney at Law.

APPENDIX.

I, Dr. Albrecht KISSL, domiciled at Heidelberg, Moltkestrasse 21, have been warned that I shall be liable to punishment for making a false affidavit. I declare under oath that my statements are true and were made in order to be submitted as evidence to the Military Tribunal at the Palace of Justice, in Nuremberg, Germany.

In my capacity as Chief of the Personnel Department of the Ludwigshafen I.G. Plant it was known to me that a number of employees of this plant and of other I.G. plants were transferred to Prof. KLEINICH's Office in Berlin in compliance with Prof. Krauch's request. These employees were released from their work in the same way as if they had been drafted into the Wehrmacht, or for labor service in another firm. Since, however, they did not receive any payment from the KLEINICH Office, the I.G. continued to pay their former salaries. On the annual settlement was made of part of the employees' salaries, the salaries of the employees working in Krauch's Office in Berlin were settled in the same way as those of the employees drafted into the Wehrmacht.

signed: Dr. KISSL

Krauch Document No. III
Krauch Exhibit No. . . .

I herewith certify that Dr. Albrecht Weiss of Heidelberg,
Weltkriegsstrasse 21, put his signature to the above document to-day
in my presence.

signed: Dr. jur. Eduard WÄHL

Ordinary Professor of Law

Special Counsel of all Defendants

Heidelberg, 2 December 1947.

- - - - -

I herewith certify that this is a true and correct copy
of the above document.

Munich, 2 January 1948.

signed: Dr. Conrad BÜTTNER
Attorney at Law.

A F F I D . . . Y 2 .

I, Dr. Leonid AGURUSSO, domiciled at Ober-imbach,
district of Ginsheim, Ambachstr. 79, have been warned that
I shall be liable to punishment for making a false affidavit.
I declare under oath that my statements are true and are made
in order to be submitted as evidence to the Military Tribunal
at the Palace of Justice in Nuernberg, Germany.

I was born on 26 November 1896 at Riga, Latvia. In May
1923, after having finished my university studies at Riga, I went
to Germany, where I did scientific work and graduated at Berlin
University at the end of 1925. From 1 June 1927 until March 1936
I was employed as chemist in the Luchshofen/Oppau Plant of
I.G. Farbenindustrie Aktiengesellschaft. Although during the
Second World War I was doing particularly important research
work, Professor Dr. KLUUCH asked me, after the beginning of the
German campaign against Russia, to join him as a co-worker, as
he rightly assumed that on account of my knowledge of the
language and my connections with the local population, I might
be in a position to form a correct judgment of the various
problems and of the situation at that time.

From the very beginning, I drew Dr. KLUUCH's attention
to the necessity of improving the situation of the Russian
workers and prisoners of war.

I found Dr. KREUCH most willing to give every help. An attempt was made to do everything possible to help the Russian civilian workers who were working in the chemical sector. After Charkow was taken the local Commanding General put forward a proposal in November 1941 through Director Gajowici to help people from the educated classes in Charkow, who were in a very sorry plight, by finding for them and for their relatives suitable places in the Chemical Industry where they would work on favorable conditions. Dr. KREUCH readily accepted the above suggestion and placed me in charge of this relief work. We realized from the very beginning that we would have to obtain a permit by which we might get round the strict orders concerning the use of workers from the East. After lengthy negotiations with the responsible police headquarters we succeeded in obtaining a special permit (Ausnahmeverordnung). We even managed to get numbers of the family who were not fit for work and even children taken along. Those workers were to be employed on a strictly voluntary basis and for the families good accommodation was to be provided outside the so-called "Eastern Workers' Camps".

Although this permit was specifically limited to Russian chemists, physicists, and engineers, it proved to be the thin end of the wedge for toning down the general regulations.

We were always trying to extend the scope of this relief work, in which effort I was continually supported by Dr. KREUCH.

This relief work, which had been so successful, received a new impetus when the German retreat began in the Caucasus. A great many Russian professional people and the so-called "people of the old school" (fruohoren Leute) dreaded the return of the Bolsheviks and fled westwards before the retreating German troops. A receiving center for Russian scientists and engineers was established, in a Community Camp for German and foreign workers of the G.G. Partenwinckel, Hoydebrück Works which was very favourably situated at a railway junction. Though there was an acute shortage of accommodation for German workers, we succeeded, with Dr. KREUCH's continual assistance, in getting for some time a number of huts, communal kitchens as well as dining-rooms and common-rooms for this receiving center. Arrangements were even made for families to have single rooms. There were schools and Kindergarten for the children with specially selected teachers. In addition to scientists and technicians and their families, shelter was offered also to other Russian and Ukrainian refugees, among which were a number of clergymen. Although the erection of churches was strictly forbidden by the authorities, towards the end of 1943, I founded an orthodox

church at the receiving center. As most Russians are very religious there was a great demand for this. (As it is known, there are today many orthodox churches which have been erected in the Western zones, wherever there exists even a small orthodox community).

Also in the neighboring Blockhausen plant a number of huts for Russian scientists was erected, which provided every family with a separate room. There was also a school, Kindergarten, library, and a church. I must also add that each priest was confirmed by the orthodox metropolitan Seraphim, and that the Metropolitan made a special journey from Berlin to visit one or the other of the churches and to hold divine service.

These violations of the orders were tolerated by the local authorities only because of the interest taken by Prof. KRUCH, under whose orders I was working, and who interceded for purely humanitarian reasons. In spite of many difficulties and objections we succeeded in obtaining the prevailing regulations to obtain better food, more living space, supplies of books etc., and to hold regular divine services. The Russian and Ukrainian families under my care were for the most part housed and fed in the same way as

German or foreign workers in Community camps.

Similar improvements were carried out also in other I.G. Farbenindustrie plants, for instance at Bitterfeld, Wolfen, Louna, Ludwigshafen, as well as in several other factories. Apart from this, a lost relative centre was opened; most of the work being done in my Berlin office, in order to find the relatives of Russian and Ukrainian workers, later on of refugees belonging to the old Russian emigrants, who were scattered everywhere. This service was efficient and covered a large area. In many cases we succeeded not only in tracing relatives, but also in reuniting them.

Not all the Russian workers and refugees knew about this service, and many thousands called upon me or wrote to me for help and advice. This service was also known to the Police and Counter Intelligence (Sicherheits) authorities, who repeatedly criticised it and threatened to have it stopped. In this instance too, Prof. Dr. KNUCH, owing to the personal interest he took in it, succeeded in getting the authorities to adopt at least a tolerant attitude. In many cases it was Professor KNUCH who not only prevented this service from being stopped, but also made it possible for it to be carried on. In this connection I should stress that Professor Dr. KNUCH, in spite of his being overburdened with work, always found time to receive me in order to hear my reports on this relief work.

and to give it his support or consent.

I have in my possession a number of letters and certificates which give proof of the above mentioned relief work, which was successfully carried out for the benefit of several thousands. Some of the writers of those certificates can no longer be reached, others are afraid that by making a special affidavit for the Military Tribunal in Nuremberg, they might incur the disfavor of the American occupation authorities on whose favour they are dependent. I therefore attach several copies of those declarations and affirm on oath that they were handed to me and that the originals are in my possession.

Oberdingen, 14 December 1947.

signed: DR. LEONID ANDREEVICH

(signature)

I herewith certify that Dr. LEONID ANDREEVICH, residing at Oberdingen, District of Sindelfingen, Langenbachstrasse 79, has signed the above document before me, Professor DR. EDWARD WAHL,

Oberdingen, 14 December 1947.

signed: DR. EDWARD WAHL

ordinary Professor of Law, special
Counsel of all defendants.

A f f i d a v i t .

We, the undersigned, Eugenie C a s s i p o w , Bayreuth,
Behelfsheim am Sendelbach No. 32, Nikolai S t r u k o w ,
Bayreuth, Behelfsheim an der Schwimmanstalt No. 8, Tamara
S c h a p c w a l c w s , Bayreuth, Kessernenstrasse Block 16,
Ludwilla L a b u n e z , Bayreuth, Behelfsheim am Sendelbach
No. 27, Katharina W i s o h n e w s k a j a , Bayreuth, Be-
helfsheim am Sendelbach No. 34, Maria C a s s i p o w , Bayreuth,
Behelfsheim am Sendelbach No. 31, Miecleus C a s s i p o w ,
Bayreuth, Behelfsheim am Sendelbach No. 31, Alexander
P a u b e r t c w , Bayreuth, Behelfsheim am Sendelbach No. 34,
Lidia K o r i t s k a j a , Bayreuth, Behelfsheim am Sendelbach
No. 33, being aware of the meaning of a statement on oath,
make the following deposition:

We herewith declare the following on oath:

Dr. Leonid A n d r u s s o w , born on 26 November 1896 in
Riga, was in charge of the reception camp in Birau-Reigersfeld
near Heydebreck/Upper Silesia for workers from the East, in
which we likewise stayed.

Dr. Andrusow did everything in his power and used every means
to ease the lot of all the people in his charge, gave thorough
attention to each individual and spared himself no pains or
unpleasantness.

He took pains with each individual case and succeeded almost without exception in uniting families scattered over Germany, even when members of a family were inaccessible employed in the armaments industry. In Birsau he arranged for families to remain together in a shut-off space,

Dr. Andrussov's greatest concern was always for the welfare of those in his charge, which he constantly managed to improve.

He arranged for the building of a library, a school for the children and a Church for Orthodox believers in the camp.

When cases arose where foreign workers were seized by the Gestapo, Dr. Andrussov personally intervened to effect their release, as for instance in the case of one Alexander Litwinow, in which, after very considerable trouble, he succeeded.

He often also succeeded in effecting the release from imprisonment of prisoners of war, whom he was then able to employ as civilian workers under favorable conditions.

Dr. Andrussov managed to arrange gatherings and to present gifts to Russian prisoners of war on feast-days, which was strictly forbidden!

He made it possible for Eastern workers, Poles and prisoners of war to go to air raid shelters during air attacks.

We know that Dr. Andrusow forwarded letters from foreign workers, which was forbidden, thereby enabling a tracing service to operate.

Thousands of people have passed through Dr. Andrusow's hands. But we know that, like ourselves, each one of these will always bear gratitude in his heart to Dr. Andrusow, for it is impossible to express in words what he did for all of us and the way in which he intervened on behalf of every individual. He protected us all from every hardship, in so far as it was possible.

Beirut, 14 June 1947

signed: E. Csapcaw
signed: N. Strukow
signed: T. Schapcawicwa
signed: Lubnec Ludmilla
signed: Wischnewskaja Katharina
signed: Maria Csapcaw
signed: A. Paubertow
signed: L. Keritskaja

Certified signatures, made
in their own hand, as below.
Beirut, 13 June 1947

Eugenio Csapcaw
Miklai Strukow
Tamara Schapcawicwa
Ludmilla Lubnec
Katharina Wischnewskaja
Maria Csapcaw
Niclaus Csapcaw,

Alexander Paupertow,
Lidia Kritzkeju,

The Town Council:
Main Administration:

Stamp of Bayreuth

13 June 1947

signed: Krauchsinger

A f f i d a v i t ,

I, Ukrainian Professor, Dipl.Ing. Peter Gridashin, do hereby state the following:

I and my family were exceptionally well cared for, for those days, by Dr. Leonid ANDRUSSOW, who was in charge of a reception station for skilled workers from the East in Biersau near Hoydebrock/Upper Silesia. I was able to observe how Dr. ANDRUSSOW had to fight to ease the situation of Displaced Persons, especially those of the intelligentsia. Many of his actions were in direct contradiction of the Nazi rules for Displaced Persons.

Since I specialized solely in spinning machines, he succeeded in April 1943, after many efforts, in obtaining a post for me in Ingolstadt which had nothing to do with chemistry.

His efforts in this respect continued over three months. Since there were ^{many} obstacles in the way of my accommodating my family in Ingolstadt, he made it possible, despite great shortage of space, for my family, consisting of my wife and two children, to live in the camp community of Bierau. My children were able to attend the school there and my daughter Natalie was even able to pursue her studies in eurythmics. Only after 15 months, after voluminous correspondence with Ingolstadt, was Dr. ANDRUSSOW successful in enabling my family to be with me. In 1943, he also enabled me to spend Christmas with my family in Bierau. During my first stay of three months in Bierau I could see what trouble Dr. ANDRUSSOW took over the sick and the weak. Even with regard to intellectual care, he accomplished a great deal in Bierau. I need mention only the schools, libraries and Church, as well as the regular shows and concerts etc.

I can affirm with certainty that Dr. Andruessow's is a character exceptional for its humanity and blameless principles, and can be considered democratic in the true sense of the word, all the more since he has proved these principles by personal action.

Krauch-Document Nr. 112

Krauch-Exhibit No. . . .

signed: Prof. P. Grishin

Resident in: Ingolstadt,
Ukrainian Camp B I

signed: P. Grishin

In confirmation of the signature
of Herr Peter Grishin

Ingolstadt, 8 August 1947

The Town Councillor
of the town of Ingolstadt

By order

Stamp of the town of Ingolstadt

signed: Signature

Orthodox parson
Mikhail Saltzman
Ulm s.d. Densu, 23 May 1947
Am Dens.

Orthodox Community
Ulm

Statement

As a Priest, I make the following statement:

Before the evacuation of Upper Silesia I was in the Bierau-Reigersfeld camp near Heydebreck, Upper Silesia. Foreign workers were kept here, in the charge of Dr. Leopold ANDRUSSOW, born on 28 November 1896 in Riga.

The trouble and pains Dr. ANDRUSSOW took with those in his care

cannot be expressed in words; all I can do is to cite some instances. But what we shall all keep in our hearts is deep and warm gratitude for the fact that in everything he did, Dr. Andrusow sought to compensate us for our lost homeland and to preserve us all from all the severity of the Nazi regulations.

He saw to the intellectual and spiritual care of his charges, and managed, despite all obstacles and prohibitions, to erect an orthodox Church in the camp.

He provided for every individual, brought families together, helped those who were looking for a member of their family, spared no pains, and was ready at all times of the day or night to give his help if anyone needed it.

In the name of all those who were in Dr. Andrusow's care - and thousands passed through his hands - I can, may and must say that his work was blessed. Each of his actions built up a debt of gratitude. Every heart beat more warmly at the thought of Dr. Andrusow. May that same justice which he displayed to so many be meted out to him in life!

Stamp of the Ulm orthodox Church
Community.

signed: High Priest
W. Saltzwes

I certify that the above copy agrees with the original:
Cbergisern, 14 December 1947

signed: Dr. Eduard Wahl,

Professor (ordinarius) of Law,
special counsel of all defendants.

- - - - -
C o p y

Munich- Solln, 2 June 1947
Ringstr. 14

S e r a p h i m
Metropolitan of the
orthodox central European
Metropolitan's See and orthodox
Archbishop of Berlin and Germany

Confession

I herewith confirm that Dr. Leonid L n d r u s s o w, at present
living in Cbergisern, Sinsheim District, made every effort
during the period of his employment in the Blochhamer and
Bierau camps near Heydebreck to make the situation of the
displaced Russians and Ukrainians accommodated there as good
as it could be. He took trouble over the fulfilment of their
religious requirements and to this end erected two churches

and maintained two priests. Despite shortage of space, he also set up kindergartens and schools for the children of the Eastern workers. This was no easy matter, for I know that Dr. L. Andrussov always had to contend against strong opposition, since a number of Government and Party officials were by no means satisfied with Dr. Leonid Andrussov's humane cutback. On my visits to the Orthodox churches in the Blochhausen and Biersu camps, I heard nothing but good of Dr. L. Andrussov from the Eastern workers and I am personally convinced that he was constantly concerned with easing the lot of the displaced Russians and Ukrainians.

The Orthodox Metropolitan

signed: Signature

Stamp of the Metropolitan Seraphim
of Berlin and Germany

I certify that the above copy agrees with the original:
Gergispern, 14 December 1947

signed: Dr. Eduard Wohl

Professor (ordinarius) of Law
special counsel of all defendants

- Copy 1 -

Munich, Acussores Prinzregenten-
str. 54/III

14.7.47

- AFFIDAVIT -

I, the undersigned, Prof. Eugen Kalsi, domiciled in Munich, Acussores Prinzregentenstrasse 54^{III}, being fully cognizant of the significance of an affidavit, herewith make the following statement:

I have known Dr. Leonid Andrussov since February 1943 when I arrived with a group of Russian scientists and engineers at Borsig near Heydebreck and thenceforth worked in the I.G. plant there. Dr. Andrussov looked after our interests, besides those of other groups, with self-denying care and trouble. He succeeded in bringing about considerable improvements in our hard lot, in spite of the ruthless Hitler regime, and in maintaining them in the face of constant opposition from the Nazi authorities. As a member of the Council of the Orthodox Church I was ^{often} concerned with the interests of our community, and could thus gain an insight into Dr. Andrussov's many-sided activities for the benefit of many Russians and Ukrainians. I must first of all draw attention to the numerous difficulties put forward by the Works Management, the Security section as well as the officials responsible for food and accommodation,

difficulties which Dr. Andrussov constantly had to overcome.

The influence of his personality and his unceasing efforts had the result of making the Germans alter their attitude towards us considerably. Whenever friction arose at the plant during working hours, Dr. Andrussov, although greatly overworked, was always ready to discuss the question personally and to give his assistance.

Among the achievements of Dr. Andrussov I would like to mention: better standards of food and accommodation, the setting-up of churches and schools, staffed by teachers chosen by himself, his Searching Bureau etc.

But Dr. Andrussov also helped us all in legal matters. When for example I and two other professors were unjustly imprisoned on orders from Berlin, Dr. Andrussov was not afraid to intervene on our behalf. It was only after three months of effort that we were released. During our imprisonment Dr. Andrussov always stood by our families.

Signed: Prof. E. Kolsi Eugen, 14-7-47.

Not. Z.N. 400 U.R. No. 400.

The above signature of Herr Eugen Kolsi, Professor in Munich, Ausseher Prinsregentenstr. 54 is certified to be genuine. He proved his identity by producing his German identity card provided with the relevant photograph.

KRAUCH-DOCUMENT No.112
Krauch-Exhibit No.....

Munich, 22 July 1947, Notary Office Munich XI

Notary Office Administrator: Miller

Dputy Notary (Franz Miller)

I certify that the above copy agrees with the original.

Oburgisborn, 14 December 1947

(Signed) Dr. Eduard Wahl

(Senior) Professor of Law,
Special Counsel of all defendants.

- Copy -

- Certificate -

I, the undersigned, Priest of the Orthodox Church in the town of
Esslingen, Württemberg, and domiciled there at Adelstr.3, make the
following statement on Dr. Leonid Andrussov.

From May 1944 until the evacuation at the end of January 1945,
I was Priest of the Orthodox Church in Blochhamer/OS, near Hoyd-
broek, and also celebrated mass at the church in Biorou near Hoyd-
broek. Both these churches were successfully founded and kept up
solely through the

efforts of Dr. Andrusow and as a result of his constant care and attention.

By dint of great tact, much effort and self-sacrifice, the latter managed to alleviate to a considerable extent the hard lot of Russians and Ukrainians during the Hitler regime.

His benevolent work was known to several thousand Russians who appealed to him either in person or by letter, and always received some help if it was at all possible. Apart from bringing about an appreciable increase in the food ration, and a considerable improvement in living conditions I can emphasize in particular his self-sacrificing attitude to us all in religious, legal, as well as other matters,

Dr. A. even managed to have religious services held for the Russian prisoners, although this was strictly forbidden under the Hitler regime, and involved great danger for himself as well as for the officer of the guard. Dr. A. was also successful in organizing in secret a far-reaching campaign to secure food and tobacco for Russian prisoners.

Dr. A. expended much effort in finding and bringing together members of families,

and in making it possible for them to live a communal life together. This was considered completely unnecessary for recruited the labor by Hitler officials.

Hundreds of Eastern workers were successfully helped by Dr. A. in this connection in a way which was not possible elsewhere. In Dr. A.'s reception camp in Bielitz/OS., as well as in his other groups, families were enabled to live under better circumstances and in single rooms, conditions which were extremely difficult to achieve on account of the exceptional shortage of living accommodation and the inhuman attitude of the Hitler officials.

It must be pointed out here that there were a great number of children in the groups under Dr. A.'s care and control. Schools and Kindergartens with paid teaching staffs were set up for these children. On special holidays presents were sent to all groups for the children.

Dr. A. went to much trouble to set up libraries and to keep them constantly supplied with Russian books. Owing to the great shortage of such books, this was only possible at considerable expense and much effort. Apart from his care for the children, Dr. A. also admitted many old people in delicate health, and people unable to work.

He always took the trouble to concern himself immediately with the medical care of his protégés. In the case of severe illnesses

he personally saw to it that hospitalization took place and medicine was brought as quickly as possible. All this benevolent activity of Dr. A's, as well as his kind attitude, is known to all who received his help. I, however, as the priest of a large community with the same interests who always received his support, had the chance of getting to know thoroughly about his activities, and witnessed all the difficulties he experienced in realizing all these benevolent acts in the face of the completely indifferent, in fact for the most part inimical, attitude of the Hitler officials.

In connection with the many cases in which Dr. A. was successful in freeing from the clutches of the Gestapo Russians who had landed in prison for no fault of their own, I would like to refer to the following facts:

1. The worker Krajonke was imprisoned in Katowitz by the Gestapo. His brother appealed to me and was referred by me to Dr. A., who was successful in bringing about his release.
2. Dr. A. managed, after a great deal of trouble, to bring about the release of Prof. Kalsi, Prof. Jofranow and Prof. Tschurajow, after 3 months' imprisonment by the Gestapo.
3. Dr. A. prevented the imprisonment of Jews who had taken refuge with a Russian family.

4. When one of the Russian women-doctors Dr. Antonia Nikolajowskaja, was about to be sent to a concentration camp for illegally receiving food, Dr. A. persuaded the Hitler officials to substitute a fine for this severe penalty.

In general, it must be pointed out that through the influence of Dr. ..., the German administration as well as the Works Management fundamentally altered their attitude to us Russians, and that this is mainly attributable to the personal qualities of Dr. A., and to his self-denial.

Dr. A's philanthropy and his sympathetic attitude forced him to oppose the inhuman policy of the Hitler people and often to work in direct opposition to measures necessary for the prosecution of the war. By so doing he risked his comfort, his personal freedom and even his life.

Esslingen, 25-5-47

Signed: Alexander Sdjarow
Town Priest in Esslingen

Seal of the Greek Orthodox Church
of the Holy Archangel
Esslingen a.N.

I certify that the above copy agrees with the original.
Oborgioporn, 14 December 1947

KRAUCH-DOCUMENT No.112
Exhibit No.....

Signed: Dr. Eduard Jahl
(Senior) Professor of Law
Special Counsel of all Defendants

Certified to be a true and literal copy of the above document.

Nuremberg, 7 January 1948

Signed: Dr. Conrad Boottehor
Attorney.

Affidavit

I, the undersigned, Dr. Robert Stadler, have been informed that I shall make myself liable to punishment if I make a false sworn statement. I declare under oath that my testimony is true and that it was made in order to be submitted as evidence at the Military Tribunal in the Palace of Justice in Nuernberg in Germany.

Since 1925 I have been engaged as a physicist and chemist in the Ludwigshafen-Oppau Works of the I.G. Farbenindustrie Aktiengesellschaft. In 1933 I did research work in the Oppau plant which was concerned with experiments for the production of solvents from acetylene generated by an electric arc. Within the framework of these experiments, I also made some tests for deriving solvents from the by-products generated during the production of acetylene by an electric arc. While carrying out these experiments we found to our amazement that a gas was produced which penetrated the gas masks with which we were provided and which was a powerful eye irritant. Prof. Krauch was informed at the time about this observation. In accordance with his instructions, however, no further experiments were carried out, and Prof. Krauch made the statement that he would not want to make people uneasy by continuing such experiments.

Krauch - Document No. 113

Krauch - Exhibit No.

(page 3 of document)

This observation - probably through an indiscretion - was brought in an exaggerated form to the attention of the Foreign Secret Service, and in 1933 the French radio announced that a poison gas had been discovered in the Oppau plant against which the present gas masks did not offer any protection.

Following this announcement on the French radio, the I.G. received an inquiry from the Reich Air Ministry with the request for an explanation. Dr. Mueller-Cunradi, who at that time was already on the management of the Oppau plant, explained the matter to the Reich Air Ministry on the occasion of a visit to Berlin. Nothing further happened. According to my knowledge no experiments were not resumed at any time, not even during the war, and no poison gas of any kind was ever produced in the Oppau plant.

Ludwigshafen a.Rh., 24 September 1947

signed: Dr. Robert Stadler

The above signature of Dr. Robert Stadler, living in Heidelberg, Kaiserstr.2, was made before me, Dr. Wolfgang Heintzeler; Ludwigshafen a.Rh., Brunckstr. 13, and I hereby certify it to be correct.

Ludwigshafen a.Rh., 24 September 1947

signed: Dr. Wolfgang Heintzeler

Attorney-at-Law

I hereby certify the above document to be a true and correct copy.

Nuernberg, 10 January 1948

signed: Dr. Conrad Bootzcher

Krauch - Document No. 114

Krauch - Exhibit No.

Georg Guenther

Neuhaus ueber Ratingen, 5 January 1948

Affidavit

I, Georg Guenther, living in Neuhaus ueber Ratingen, Bracht 19,
have been informed that I shall be liable to punishment if I make
a false sworn statement. I declare under oath that my statement
is true and was made in order to be submitted as evidence at the
Military Tribunal in the Palace of Justice in Nuernberg.

I know from my activity with the Plenipotentiary General for
Special Questions of Chemical Production (Gebechemie) that
voluntary foreign workers who quit their jobs in Germany,
thereby committing a breach of contract, were not denounced
to the Gestapo either by the Gebechemie or by his district
commissioner.

signed: Georg Guenther

The above signature is that of Mr. Georg Guenther, living in
Neuhaus ueber Ratingen, Bracht 19, and is hereby certified by me.

signed: Heinrich v. Rospatt
(Attorney-at-Law)

I hereby certify the above document to be a true and correct copy.

Nuernberg, 10 January 1948.

signed: Dr. Conrad Boettcher
(Attorney-at-Law)

Affidavit

- - - - -

I, Dr. Johannes Eckoll, living in Deidesheim, Weinbachsiedlung 5, have been informed that I shall be liable to punishment if I make a false sworn statement. I declare under oath that my statement is true and is made in order to be submitted as evidence at the Military Tribunal in the Palace of Justice in Nuernberg.

- 1) From 1936 to 1945 I was a Consultant in the Reich Office for Economic Development and with the Gobechemie. I worked mainly in the capacity of technical adviser for Rubber and Buna problems. At the same time, from 1937 until March 1944, I was a Consultant for rubber in the Reich Economic Ministry.
- 2) In the above described capacities I also had to deal with the building of the Buna plant at Auschwitz. As far as I can remember I am not aware that the Gobechemie or the Reich Office for Economic Development ever endeavored to have Kz - prisoners allocated for the building of the Buna plant in Auschwitz.

Nuernberg, 8 January 1948

signed: Dr. Johannes Eckoll

Krauch - Document No. 115

Krauch - Exhibit No. ...

(page 2 of document)

The above signature is that of Dr. Johannes Eckell, living in
Deidesheim, Weinbachsiedlung 5, and was made before me,
Dr. Heinrich von Rospatt, attorney, I hereby certify it to be
correct.

Nürnberg, 8 January 1948

signed: Heinrich von Rospatt

(Attorney-at-Law)

I hereby certify the above document to be a true and correct
copy.

Nürnberg, 10 January 1948

signed: Dr. Conrad Boettcher

Attorney-at-Law

Affidavit

- - - - -

I, Dr. Karl Weber, residing at Augsburg, Hochfeldstr. 24, have been warned that I shall render myself liable to punishment for making a false affidavit. I declare on oath that my statement is true and was made in order to be presented as evidence to the Military Tribunal in Nuernberg.

From 1 January 1930 to 12 July 1945 I was the manager of the Gersthofen Works of the I.G. Farbenindustrie. Herr Dr. Paul Heisel, a half-Jew, had been employed in the Gersthofen Works of the I.G. Farbenindustrie since 1937. He was employed in the experimental laboratory and worked on experiments relating to the organic use of chlorine. He was an industrious man who fitted into the organization well.

Even before the war, the local Gau Obmann had requested me to dismiss Heisel or to remove him from that particular area. I refused. When, in the summer of 1940, Dr. Koopf and Dr. Zimmermann of the Central Office of the German Labor Front came from Berlin to Gersthofen to inspect the works they made the express demand that Heisel be dismissed. I replied that I would discuss the matter with my Central Office.

Krauch Document No. 116

Krauch Exhibit No.

(page 2 of document)

in Hoechst. I brought the case to the attention of Professor Lautenschlaeger and he discussed the matter with Professor Krauch. I later learned, that after having conducted difficult negotiations at high levels, with the Party and German Labor Front offices, Prof. Krauch succeeded in getting Heisler to be allowed to remain in his position.

At that time I admired Herr Professor Krauch very much for taking risks and going to so much trouble for a man, who, as a non-aryan, would of necessity have to be removed from any positions in the industry under the governmental decrees and directives ruling at that time. At present Herr Dr. Heisler is Works Manager of the Gersthofen plant.

Augsburg, 5 January 1948

signed: Dr. Karl Weber

I hereby certify the authenticity of the signature.

Augsburg, 5 January 1948

(Stamp)

Police Director

By order: signed: (signature)

- - - - -

It is hereby certified that this is a true and correct copy of the above document.

Nuremberg, 10 January 1948

Dr. Conrad Poettcher,

Attorney-at-Law

Affidavit.

I, Dr. Wilhelm Wirth, residing at Burgbernhain near Ansbach, Hildensee-Siedlung Nr. 145 1/36, have been warned that I shall render myself liable to punishment for making a false affidavit. I declare on oath that my statement is true and was made in order to be presented as evidence to the Military Tribunal at the Palace of Justice, Nuremberg.

- 1.) From 1937 to 1945 I worked as head of a sub-section (Referent) of the Chemistry Department with the Plenipotentiary General Chemistry and/or the Reich Office for Economic Development. My sphere of work comprised the handling of chemical and technical questions connected with the extension of the various works. Those works also included the Auschwitz-Buna works in Eastern Upper Silesia.
- 2.) Goering's decree of 16 February 1941 - Document NI 1240, Exh. No. 1417 - concerning the treatment of the various nationalities in the Auschwitz-Buna Works in Eastern Upper Silesia, was, so far as I remember, not issued at the instigation of Gebachan or the Reich Office, nor was it they who suggested that concentration camp prisoners should be provided as labor. In Goering's instructions to Himmler the

last sentence reads: "I request you to inform me as soon as possible as to your dispositions in this matter which are to be made in conjunction with the Plenipotentiary General Chemistry". On the basis of Goering's instructions, Himmler issued on 26 February 1941 an ordinance in conformity with Goering's order. I communicated this ordinance to Dr. Abresch in Ludwigshafen by letter of 4 March 1941. This letter is available as Document MI-11086- Exhibit No. 1422. If I began this letter with the words "as proposed by me", this is merely because Goering in his order made explicit mention of the Geobchemie in connection with the orders to be issued by Himmler. But I have no recollection whatever of any actual proposal made by Geobchemie on the basis of Goering's instructions to Himmler. If any such application was made, it can only have been for the purpose of obtaining from Himmler the enacting provisions for Goering's order, as requested by Goering.

Nuremberg, 14 January 1948

signed: Dr. Wilhelm Wirth

This is to certify that the above is the signature of Herr Dr. Wilhelm Wirth, residing at Burgbernhain near Ansbach, Hildansse-Siedlung, No. 145 1/36, which was given before me, Dr. Heinrich von Rospatt, Attorney-at-Law.

Krauch-Document No. 117

Krauch-Exhibit No. . . .

It is hereby certified that this is a true and correct
copy of the above document.

Nuremberg, 14 January 1948

signed: Dr. Conrad Bechtler
Attorney-at-Law

KRAUCH DOCUMENT No.
KRAUCH Exhibit No..

CERTIFICATE OF TRANSLATION

21 January 1948

We,

Victoria ORTON, ETO No. 20129
Patricia E.C.WOOD, ETO No. 20139
Phyllis RAY, ETO No. 36287
Eugene H. KUN, Civ. No. D 429798
Beryl C. BESWICK, AGO No. D 427459

hereby certify, that we are duly appointed translators for the German and English languages and that the above is a true and correct translation of the Document Book 8 KRAUCH.

Victoria ORTON
ETO No. 20129
pp. 1 - 12
and 35 - 39

Patricia E.C.WOOD
ETO No. 20139
pp. 13 - 21

Phyllis RAY
ETO No. 36287
pp. 22 - 29

Eugene H. KUN
Civ. No. D 429798
pp. 30 - 34

Beryl C. BESWICK
AGO No. 427459
pp. I - VI

TRANSLATION OF KRAUCH DOCUMENT NO. 118
OF THE CHIEF OF COUNSEL FOR THE GERMANS

Krauch No. 52
Exh. 10.

Dr. Hermann Horstog
Hofmühle ober Laufbeuren /Allgäu

27 July 1947

Affidavit.

I, Dr. Hermann Horstog, have been warned that I am liable to punishment for making a false affidavit. I declare under oath that my testimony is the pure truth and that it is given for submission as evidence to the Military Tribunal at the Palace of Justice, Nuremberg, Germany.

Incidental to a trip to Southern Germany in the middle of April 1945 and while looking for new lodgings Professor Krauch spent about one week at the Laufbeuren Factory of the G.m.b.H. zur Verwertung chem. Erzeugnisse (G.m.b.H. for the utilization of chemical products), during which period I came into close contact with him almost daily.

During conversations on the general situation which, at that time, were unavoidable Professor Krauch without reserve expressed his disapproval of bombing effect and irresponsibility of measures taken by the government. In that connection I most distinctly remember that he considered it the most important task of the future to prevent the use of gas in all circumstances, and to make every effort to prevent the use of this agent, just as he also recommended precautions being taken to prevent the execution of an order for the destruction of the factory, which seemed imminent.

(page 2 of original)

Just during the time of his visit it happened that the plant received an inquiry from the Gauleitung (Gauleadership) asking whether gas-filled shells could be emptied and refilled as ordinary high-explosive shells. Since our powder factory had no experience along that line I discussed the problem with Professor Krauch who urgently recommended that we spared no effort to help bring about the neutralization of gas shells. Owing to a complete lack of transportation facilities, the shells in question could not be brought to the plant so that the work could never be undertaken in the manner proposed.

(signed:) Dr. H. Horstog
(Dr. H. Horstog)
former plant manager of the Laufbeuren factory
of the G.m.b.H. zur Verwertung chem. Erzeugnisse

TRANSLATION OF KRAUCH DOCUMENT No. 118
CONTINUED

Krauch No. 52
Exh. No.

(page 2 of original cont'd)

I herewith certify and authenticate the above signature of Dr. Hermann Hesse, appended before J. Porchtold, Catholic Priest at Aufkirch.

Aufkirch bei Kaufbeuren, 28 July 1947

(stamp)

(signed:) J. Porchtold, Priest

CERTIFICATE OF TRANSLATION

11 December 1947

I, John Fosberry No. 20179, hereby certify that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of Krauch document No. 118.

John Fosberry, No. 20179.

- 2 -
"END "

*Defense
Case 6*

Index to Document Book IX

for Prof. Carl KRAUCH, Case VI.

Doc. No.	Exh. No.	Contents	Page
128		Excerpts from the book "Economic mobilization in the U.S.A." "Economic planning under the points of view of war economy". "In view of the comparatively small capacity of their armament industry and still under the vivid impression of the collapse of their supply system in 1917 until the middle of 1918, the United States started already shortly after the end of the war with preparatory measures of military economic nature... Thus the military economic preparations of the United States were concentrated on the measure mentioned by us at the end: Preparations to adapt and to switch civilian industry over to war production." (c.f. Krauch Doc.100, Exh.No.33, Doc.Vol.II, English page 36, German page 37).	1-7
129		Affidavit Generalfeldmarschall Walther von Brauchitsch of 23 December 1947 about a discussion with Goebbels Bosch in summer 1938, when Generalfeldmarschall von Brauchitsch held the post of Supreme Commander of the German Army. Goebbels Bosch expressed his anxiety about the German foreign policy and voiced the intention to get in touch with Göring; in that connection, he wanted to warn Göring seriously to follow a policy which could lead to a war.	8-9
130		Decree about the setting up of an economic compulsory syndicate within the soft coal economy of 28 September 1934 and first executive decree thereto of 22 October 1943, on the basis of which the ERBEG (Erzkuhle- und Benzin-A.G) had to be founded.	10-16



final

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125	Circular letter of the Economic Group Chemical Industry Berlin of 23 May 1944 concerning the expansion of installations of the chemical production plant with directives of the Reich Ministry for Armament and War Production for the expansion of installations of the chemical production plan.	17-20
<u>Exchange of experiences with foreign countries:</u>		
141	Affidavit Mr. Frank A. Howard of 2 February 1946 - Noteisch Doc. o.312, Exh. o.129. Mr. Howard as representative of the Standard Oil Corp. (N.J.) says the following: "Affiant's impression was that the general attitude of the I.G. executives regarding cooperation with Standard under all agreements between them conformed to high standards of business ethics. This applies specifically to Dr. KRAUCH, Dr. v. KRIESEM, Dr. BULTENISCH and Dr. SCHMITZ, with each of whom affiant had many business contacts over a long period of years beginning in 1927 in connection with said agreements. So far as affiant knows these individuals sought to fulfill all legal obligations under all of said contracts up to the outbreak of the war in September 1939, and each always evinced a desire to be fair and reasonable in the interpretation of such obligations."	21-39
131	Affidavit Dr. Friedrich Ringer of 22 December 1947 concerning the collaboration of the I.G. with the foreign oil companies. The witness testifies that the decision about this collaboration and about the exchange of experiences dated with Dr. Krauch until 1936 that is as long as the latter worked actively for the I.G. The witness states that up to the outbreak of the war the gentlemen of the I.G. directed him to fulfill all legal obligations under all contracts within his field of duty. In accordance with this basic conception an extended and lively exchange of experiences in the oil field with the numerous	

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for Prof. Carl KRAUCH, Case VI.

Doc.No. Exh.No.	Contents	Page
131 continued	partners was developed and this exchange of experience had very favorable results for all concerned. The foreign partners in the agreement expressed to him repeatedly their unlimited satisfaction about the trusting collaboration. As far as he knows the first case where a government decree demanded to stop the exchange of experience did not occur at the I.G. but at the Standard Oil, namely in February 1936.	40-49
132	Affidavit Dr. Friedrich RINGER of 22 Dec 1947 concerning aviation gasoline and Isoctan. Only with the aid of Isoctan it had been possible to produce the gasoline qualities required for the modern airplane engines. But Germany was in the very first stages in the production of Isoctan when the war broke out. The field in which Germany was most probably not at all or only to a very small extent prepared for a war has the field of aviation gasoline. Only during the war greater quantities of Isoctan were produced in Germany.	50-55
146	<u>No initiative in the field of chemical warfare agents:</u> Affidavit Dr. Gerhard Ritter of 19 March 1940. The affiant clarifies the misleading statements in prosecution document NI-14701, prosecution exhibit 1919 and officially the index belonging to it. The following is said in the index of the "List of exhibits in evidence" on page 304: "In the poison gas field the Gotha has made this development generously since the beginning of the Four Year Plan", etc."	
	The affiant states that in reality	

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for Prof. Carl KRAUCH, Case VI

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146 continued	the paragraphs which were omitted by the prosecution show that this sentence refers to an elementary substance which was used for general production, namely sulphuric acid, which was, just like the smoke agents (Nebelstoff) which were mentioned later on, certainly not a chemical warfare agent.	56-57
<u>Support of the purely scientific research:</u>		
140	Affidavit Dr. Ludwig Ebert of 30 January 1943 about the support rendered by Dr. KRAUCH to the scientific research work conducted in German high-schools. The witness testifies that the setting up of the so-called Four Year Plan institution was originally intended for the same purpose as the setting up of the well-known institution of the Kaiser Wilhelm society, which without doubt had... by scientific tendencies.	58-59
<u>Documents to count II of the indictment.</u>		
120	Affidavit of the former Reichsbankdirektor Karl Blossig of 11 January 1948. The affiant was a member of the Vorstand of the Montinentale Oil A.G. He testifies that Dr. KRAUCH, as Gobochemie (General Pionipontiary Chemistry) became a member of the Aufsichtsrat of the Montinentale Oil A.G. Except on the occasion of the founding association he did not see Dr. KRAUCH at any of the later meetings of the Aufsichtsrat. The Montinentale Oil A.G. was founded for the purpose of administrating the Roumanian oil companies as Germany had purchased the majority of their shares. Only after receiving the directive from the Reich Minister for Economy of 22 July 1941 the company extended its activities to Russia. However, the company did not exploit the Russian oil deposits.	60-61
154	Affidavit Dr. Adolf Mueller of 29 March 1943. From 1939 to 1945 the witness had been a co-worker at Gobochemie. He expresses his opinion to prosecution exhibits 1978 to 1980. He testifies that the Gobochemie, in accordance with a directive from the Reich Ministry for Economy and the Ministry for Armament, acted	

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for Prof. Dr. Carl KRÜGER, Case VI

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		only as technical expert for the purchase of the apparatus used to increase the production of nitrogen. The Gobochemie was not responsible for the decision to dismantle the installation at Sluiskil. Moreover, the Reich Ministry for Economy contacted the Italian proprietors in connection with the purchase of the apparatus and an agreement as far as payments were concerned.	62-63
151		Affidavit Wilhelm Quack of 30 March 1948. The witness expresses his opinion in connection with prosecution exhibit 1840, Doc.II-C13508, which is a letter written by the Gobochemie on 13 February 1940 to the Office for War Economy and Armament and concerns the release of the mechanical installation of the Simon-pit in Lorraine. The witness testifies that this letter was not written on the instigation of the Gobochemie, but on the instigation of the Reich Ministry for Aviation (RLM). "After examining the admissibility of the dismantling, the RLM permitted it and issued an order for the dismantling The machines were to be used in the Leuna-work. However, before the machines were installed in the Leuna work it was decided that the machines were to be brought back to the Simon-pit." "The question of the admissibility of the dismantling in accordance with International Law was neither examined nor decided on by the Gobochemie, who was merely acting as technical expert. In such cases, this question was examined by the department which released the machines and issued the order for the dismantling, thus in this case by the RLM."	64-66

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136	Affidavit Ernst Becht of 20 February 1948. Herr Becht expresses his opinion to prosecution exhibits 1642 and 1643 concerning the dismantling of the installations at the Simonpit in Lorraine. The affiant testifies that the Gobachem did have no influence whatsoever on the decision of the dismantling, as the installations in the operational area were under the jurisdiction of the military offices. The Gobachem was not in a position to examine the question of admissibility, because in general this question of the admissibility in accordance with International Law was examined by the Supreme Reich Authorities, and this was done also in this case.	67-68
<u>Documents to count III of the indictment:</u>		
123	Affidavit Dr. Otto Eisenhut of 8 January 1948. The witness worked in Dr. KRAUCH's office in Berlin. He testifies to Dr. KRAUCH's attitude which was against the plan of the SS to take over economic enterprises, and to the negative attitude of Dr. KRAUCH towards any form of forced labor.	69-70
133	Affidavit Dr. Heinrich Zokhardt of 27 January 1948. The affiant was territorial agent of the Gobachem for voluntary employment of firms for Germany in Milano (Italy). He certifies that in Italy too the employment of firms was carried out on a purely voluntary basis and that approximately 20,000 voluntary workers came to Germany from Italy. Dr. KRAUCH issued no directives to use other methods besides the voluntary employment for bringing work in Italy to Germany.	71-72

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145	Affidavit Dr. Fritz Goering of 16 March 1948. The witness was technical head of the special train of Goering which served as headquarters. The witness testifies that in the course of the war he got repeatedly in touch with Paul Pfeiffer, the Generaldirektor of the Hermann-Goering-Werke. On one of those occasions Pfeiffer had told him that Goering ordered Pfeiffer to employ concentration camp workers. Pfeiffer had stated that he had succeeded to project such an employment for technical reasons as far as mining installations were concerned. However, he was forced to employ concentration camp prisoners in the Hermann-Goering-Werke, because Goering could not always be reproached by Himmler that especially Pfeiffer received continuously special privileges by not having to employ concentration camp prisoners.	73-74
149	Affidavit Karl Kattengoll of 25 March 1948. The witness worked under Dr. Fritz Goering in Goering's special train which served as headquarters. "I was witness when in this special train, Paul Pfeiffer, the Generaldirektor of the Hermann-Goering-Werke, told Dr. Fritz Goering some time during the war, end of January 1941, that Goering had ordered Pfeiffer to employ concentration camp prisoners as workers. In this connection Pfeiffer mentioned that until now he had been successful in preventing the employment of concentration camp prisoners by stating that such an employment would be impossible for technical reasons. However, in the Hermann-Goering-Werke Pfeiffer was now forced to employ concentration camp prisoners, because Goering had told him that he did not want to be reproached again and again by Himmler because especially his man, Pfeiffer, refused to employ concentration camp prisoners.	75-76

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153	Excerpts from an article of Ministerialrat Sturm from the Reich Labor Ministry published in the registry for legal labor problems about the attitude to be adopted by the plant managers in cases of breach of labor contracts of foreigners. The plant manager has the duty to report the foreigner who had broken his contract to the competent State Police department.	77-78
127	Affidavit Dr. Ferdinand von Soiron of 10 Jan 1948. The witness confirms that foreign workers, who had left their place of work in Germany and by doing so had broken their contract, were neither by the Gobochom nor by his territorial agent reported to the Gestapo.	79
124	Affidavit Albert Lindemann of 9 January 1948. The affiant was Referent (export) in the field of labor assignment questions at the Gobochom. He confirms that the Gobochom, respectively the Reich Office for Economic Expansion, did not arrange the employment of concentration camp prisoners in industry.	80-81
119	Affidavit Georg Guenther of 8 January 1948. The witness was chief of the group employment of firms at the Gobochom. He confirms that in the plants cared for by the Gobochom (construction sites), the Gobochom did not demand that concentration camp prisoners should be employed there. The witness states furthermore that in 1944 the Gobochom refused to employ 4,000 Hungarian Jewish women workers although this was against the wishes of the Ad.	82-83
126	Circular letter of the Reich Labor Minister of 15 December 1941 concerning the employment of foreigners. This circular letter shows that the Gobochom endeavored to achieve that the foreign workers were paid higher wages as those to which they were entitled in accordance with the local pay rates.	84-90

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122	File note of the Gobochom-Berlin of 10 March 1942 concerning the hiring of foreign physicians and the correspondence between the Gobochom and the I.G.-Ludwigshafen concerning the improvement of the food supplied to the foreign workers.	91-99
137	Affidavit Hans Joachim Freiherr von Kruodonor of 14 February 1948. The affiant voices his opinion to prosecution exhibit 1846, concerning the agreement Fohl and KRAUCH. Dr. KRAUCH has attempted to prevent the plan of the SS, namely that the SS would take in its own hand the construction and operation on an economic basis of the shale installations, because he basically opposed these endeavors of the SS. Practically Dr. KRAUCH, in spite of the agreement which he had been forced to accept, has tried to keep the influence of the SS as small as possible, especially he endeavored not to employ concentration camp prisoners for the running of the installations.	100-101
147	Affidavit Alfons Franke of 15 March 1948. From 1941 to 1945 the witness was territorial agent of the Gobochom in Brailau. He states the following: "I did not send the weekly report about the progress of the constructions of the I.G. plant at Auschwitz to the Gobochemie Berlin. As far as these reports contained statements about the treatment of concentration camp prisoners I did not inform Prof. Dr. Carl KRAUCH in any other way about these matters."	102
150	Affidavit Alexander Boeltz of 22 March 1948. From 22 July 1941 to 30 June 1942 the witness was plenipotentiary of the Gobochemie in Katowitz. The witness does not remember that during his time in office weekly reports were received from the I.G. plant Auschwitz. In any case the witness did not inform Prof. Dr. Carl KRAUCH about reports concerning the treatment of concentration camp prisoners.	103-104.

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143	Affidavit Paul Moehner of 27 January 1948. The witness was employed in the plant Hoydebroek of the I.G. He confirms under 9 that concentration camp prisoners were not employed in Hoydebroek and that there was no concentration camp in Hoydebroek. The witness is a known anti-fascist and prior to his employment in the plant Hoydebroek he had been interned in the concentration camp Oels/Central Silesia, on account of his political convictions.	105-108
135	Affidavit Dr. Josef Wengler of 23 January 1940. The witness confirms that at the beginning of 1944 Dr. Duerrfeld was supposed to negotiate with the Stalag with the aim to transfer 300 English P's from Auschwitz to Hoydebroek. Those P's were to be employed in assembly jobs only. P's were employed in Hoydebroek exclusively in construction and assembly jobs. The witness, who at that time was technical manager of the plant Hoydebroek; was at the same time commissioned to prepare a bigger camp to accommodate P's, because the plant Hoydebroek was then short of billets and because office KRAUCH had always put emphasis on a generous accommodation. "In any case, neither was at any time a concentration camp erected near plant Hoydebroek for the purpose of accommodating concentration camp prisoners, nor were concentration camp prisoners employed by the plant management."	109-110.
152	Affidavit Dr. Julius Altpeter of 30 March 1948. The affiant was chief of Department Mineral Oil of the Reich Office for Economic Expansion from 1937 until 1945. He expresses his opinion to prosecution exhibit 1982 which contains a travel report of Dr. Sonnewald. It was merely an orientation trip for the purpose of getting	

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for Prof. Dr. Carl KRAUCH, Case VI

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152 continued	acquainted with the situation of the Galician oil industry. The general conditions which were mentioned in the report, especially those referring to the food situation of the workers were merely the personal impressions of Dr. Jannwald. The Reich Office was not in a position to exert any influence..	111-112
148	Affidavit General Rudolf Huenemann of 19 March 1948. The witness worked in the Military Economic Staff under General Thomas. In view of his knowledge of the business procedures adhered to at that time, the witness considers it as impossible that letter Hirschner (prosecution exhibit No.437, doc.No. SC-189, Doc.Book 22,English page 12) had any connection with the Keitel order of 31 October 1941 (prosecution exhibit 472, doc.No. SC 200, Doc.Book 22,Engl.page 10). The time between the arrival of the letter of 23 October 1941 and the issuance of the Keitel order of 31 October 1941 was much too short for that. The affiant, as expert, states the following to the question of the admissibility of using Russian PIs for labor assignment in the industry: "According to the regulations in force in Germany prior to and during the war, all those factories, which produced war materials of any kind belonged to the <u>armament industry</u> , in which the admissibility of employing prisoners of war is being disputed. In this connection only such material, which is being produced according to special drafts supplied by the Wehrmacht and for which special delivery conditions are prescribed, falls under the conception "war material". Pits, steel-works, aluminum-, cellulose-, gasoline- etc. factories are, in accordance with those regulations, not classified as armament plants. Those enterprises, which during the war were also indispensable to private economy for supplying it with their general requirements, were classified as " <u>enterprises important for war and private industry</u> ". This classification	

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148 continued	served also for the purpose of separating between the competence of the Wehrmacht and the Reich Ministry for Economy. The "armament enterprises" came under the jurisdiction of the armament offices of the Wehrmacht, the "enterprises important for war and private economy" under the jurisdiction of the Reich Ministry for Economy (Regional Economy Offices). As Prof. KRAUCH had no direct connection with the armament industry it is to be assumed that his co-worker Kirschner, when submitting his suggestion, did not have in mind an employment of the Russian P.W.s in the actual armament industry, but in an "enterprise important for war and private economy" which according to International Law does not fall under the provision prohibiting the employment of P.W.s.	113-116
144	Affidavit Otto Kirschner of 13 March 1948. The witness expresses his opinion in connection with his letter of 20 October 1941 to General Thomas concerning the employment of Russian P.W.s. (prosecution exhibit 473, doc. I 489, doc. vol. 22, Engl. page 12). The witness states that it was intended to employ the Russian P.W.s only for the construction of a fuel installation Brumk. Dr. KRAUCH was of the opinion that it was far more correct and humane to employ the millions of Russian P.W.s., who lived under difficult conditions in German camps, in some kind of work and thereby to provide them with better food, accommodation etc. In connection with the expression "armament industry" which he had used in his letter, the witness states that he did not have in mind the conception which in International Law is identical with armament industry, but merely a construction site of the Gobachemie, which according to International Law did not belong to the armament industry, as it was not subordinated, like the armament enterprises, to the armament	

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for Prof. Dr. Carl KRAUCH, Case VI.

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144 continued	offices of the Wehrmacht, but as an enterprise important for war and private economy, merely to the offices of the Reich Minister for Economy.	117-118
	<u>Aid rendered to Jews.</u>	
121	Affidavit Kurt Hoffmann of 20 December 1947. The affiant was chief of the personal department of the I.G. plant Ludwigshafen. He confirms that Dr. KRAUCH used his influence to counteract the measures of the Gestapo which were to be taken against persons who were related to Jews by marriage.	119-124
	<u>Inventions of Dr. KRAUCH.</u>	
139	Affidavit Wilhelm Scherer of 30 January 1946 concerning the patents of Dr. Krauch.	122-133
142	<u>Employment offer of the War Department:</u> Affidavit Fr. Ilse Botho of 10 March 1946, witness confirms that Dr. KRAUCH has received a letter written by the American Military Government Stuttgart on 17 February 1947, according to which the War Department of the United States would take it into consideration to offer Dr. KRAUCH an employment contract on a voluntary basis.	134-135

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for Prof. Dr. Carl KRAUCH, Case VI

CERTIFICATE OF TRANSLATION

13 April 1948

I, S. A. HAMBURGER, ETO 20 062, hereby certify that
I am a fully qualified translator for the German and
English languages and that the above is a true and
correct translation of the original document.

S. A. HAMBURGER
ETO 20 062.

Excerpt

from the book

Economic mobilisation of the USA

"Economic planning from a war economic point of view"

10

Gerold von MÜNCHEN

Copyright 1937

Hansetische Verlagsanstalt Hamburg.

Page 12:

- * - * -

Because of the comparatively small capacity of its armament industry and under the recent impression of the collapse of supply in 1917 till the middle of 1918, the United States started preparatory measures of a war economic nature already shortly after the war. The National Defense Act, revised in 1920 lays the foundation for the economic part of the national defense, particularly its section 5a which charges a special agency, the Office of the Assistant Secretary of War, with "the supervision of the procurement of all military supply and with the care for an adequate preparation of economic mobilization in case of war."

- 2 -

Thus the Secretary of War, who is responsible for the purely military administration of the Department, is assisted by an Assistant Secretary of War to whom all Department agencies are subordinate as to all the war economic problems. This office of the Assistant Secretary of War, which is officially responsible for war economy operations of all kinds, published together with the American War Department in 1936 a revised "Industrial Mobilization Plan" with the explicit aim to familiarize the public opinion with the basic problems of industrial mobilisation and war economy.

Page 13:

.....

Men like Carroll Hugh JOHNSTON and, above all, Bernard PFEUCHT²⁾, former chief of War Industries Board,

2) As to particulars see "The Berlich Plan, an American Columbus' FZG?" "Deutscher Volksdikt", II. Vol. No. 34 from 21 May 1937.

Page 14:

publicly discussed plans for the preparation of war economy and by their efforts

- 2 -

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for "Equality; in sharing the costs of a war and reversion of war profits of any kind" drew the attention of broad masses temporarily on problems of war economy. In addition to that several committees of the American Congress were working already since the end of the World War on problems of war economy in general and on the draft of a bill giving powers in case of war. During the last years a Special Committee on investigation of the munitions industry, United States Senate, was the focal point of a public controversy ; this committee under the extremely capable leadership of Senator Dye investigated the American armament industry and brought results which were educational as well as scientifically interesting.

.....

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Plan 2 (to page 23): Planning divisions of the Office of the Assistant Secretary of War.

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Assistant Secretary of War

Army and Navy
Procurement Office

Chief, Planning Division

Office

Legal Division

Legal sub-division for
the preparation of drafts
of bills and delivery
contracts in case of war

Contributory Division

War economic sub-division
for preparation of rationing
in case of war.

Standards Division	Allocation Division	Procurement Plans Division	Construction Division	Commodities Division
Sub-division for standardizing military and industrial equipment	Sub-division for allocation of procurement offices	Sub-division for examination and synchronizing of the procurement offices	Sub-division for new and re-construction of armament factories	Sub-division for critical and strategic auxiliary and raw materials

raw materials committee

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Page 27:

Today the determination of the production capacity of the various plants is one of the essential tasks of the individual procurement offices of the Army and Navy. The procurement offices are already in continuous contact with certain firms because of their current peace time procurement. In order to prepare the supply of the additional demands, expected in case of war during peace-time preliminary surveys are made in such firms which they consider apt to have their operations adapted or converted to war production.

.....

Page 28:

Until recently about 200 O.C. capacity surveys had been conducted.

.....

Page 30:

6. Thus the preparations of the war economy of the United States are concentrated upon the last means mentioned by us, the preparation of the migration and conversion of the

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civil industry to war production.

The preparation of the adaptation and conversion of the civil industry to war production - this is the best way to shorten the starting period, to obtain the highest and possibly quickest production of non-commercial commodities for military demands.

For this reason the economic mobilization plan says: "The most essential part of the military procurement planning consists in the war-time determination of demands and supply and in a corresponding allocation of a

Page 31:

certain war production task to each individual place of production."

*** * ***

Page 33:

Finally all these aforementioned resources ... a war-time supply of the military demands are to add to a large scale system of so called training orders which are given by the procurement offices to individual or to all firms, according to time, at periodic intervals.

*** * ***

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*** * ***

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6. The planning of the war economy authorities will have to recognize the limits of their influence defined by incalculable disturbing factors. But the issue of the war will be influenced decisively by their ability to overcome other hindrances and resistances.

The odds will be in favor of such a war economy which will have trained a staff of officers of the economy already in peacetime who will combine the most modern knowledge of the most up-to-date sociology with courageous, practical energy. These officers of the economy, without being necessarily officers, have to combine the conduct of an officer with the practical knowledge of a scientist. They have to be professionally trained without being financially involved.

.....

.....

* * * * *

A certified true copy:

Nuernberg 7 January 1946.

Signed, Mr. Conrad BOETTCHER,

Attorney-at-Law.

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Affidavit.

I, Walther von OCHTSCH, for the time being a British
at the Military Hospital 99, Great Britain, was informed
that I am liable to punishment if I make a false affidavit.

I declare in lieu of an oath that my statement corresponds
to the truth and is made to be submitted as evidence to the
Military Tribunal in the Palace of Justice in Nuernberg.

So far as I remember the then chairman of the Ausichtsrat
of the IG Farbenindustrie Geheimrat OCH, whom I knew casually
for some time, called on me in Summer 1936 - I was then Commander
in-Chief of the army. Geheimrat OCH expressed his concern about
the German foreign policy. I told him confidentially that I also
was afraid that this foreign policy may unintentionally let us
glide into a war. Germany is not used to such a task, neither
militarily nor economically. A war in which Germany would get
mixed up would lead, in my opinion, to a new world war. Not that
means he then figured out himself since he is holding a leading
position in industry. Hitler knew of my attitude.

Geheimrat OCH expressed thereupon his intention

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to contact Goering since he shares my opinion. He wants therefore to warn Goering of a policy which may lead to a war.

sign. Alther von UCLITSCH

Witness to the signature of
Field Marshal von UCLITSCH, appearing above

(Signature) Major

Shelcrough Park

Tafford - England.

23 December 1947.

I certify and true copy

Nuernberg 22 June 1948.

sign. Dr. Conrad OTHMOR
Attorney-at-Law.

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E x c e p t

from the

R e i c h s g a s s t z b l a t t

Part I.

Volume 1934.

Page 663:

Ordinance concerning the establishment of compulsory cartels
(wirtschaftlich wichtigen Industrien) in the lignite industry.

From 23 September 1934.

On the ground of the Economic Measures Law from 3 July 1934
(Reichsgesetzbl. I page 565) it is ordered:

Art. 1.

- (1) The Reichswirtschaftsminister (Reich Economy Minister) can amalgamate firms or persons, which mine lignite or possess lignite lands, into cartels, or let them join existing compulsory cartels, for a new or increased use of lignite, if he considers such use imminent necessity for the welfare of State and Nation.
- (2) Enterprises engaged in business mentioned in subsection 1 may be amalgamated with a compulsory cartel by the Reichswirtschaftsminister.
- (3) Members of a compulsory cartel will participate in the property of the cartel and

- 2 -

in profits resulting from its business to the extent of their contributions.

Art. 2

The Reichswirtschaftsminister issues directives necessary for execution of art. 1.

In particular he may

1. define the legal status of the compulsory cartels and the rights and duties of its members,
2. decide that the compulsory cartels possess legal capacity.

Art. 3

The compulsory cartels are under the surveillance of the Reichswirtschaftsminister. The cartels and, within the limits of their duties, their members are bound by his directives. The Reichswirtschaftsminister can transfer his competence to a commissioner.

Art. 4

No reservation will be made by the Reich for damages caused by a measure based upon this ordinance.

Art. 5

Anyone who contravenes, wilfully or negligently, directives issued on the ground of this ordinance will be punished with a prison sentence and fined.

Form 364:

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or given one of these punishments. The amount of the fine is unlimited. A case will be prosecuted on request of the Wirtschaftsminister only. The request may be withdrawn.

Art. 6

The Wirtschaftsminister issues legal and administrative orders necessary for the execution of this ordinance.

Art. 7

This ordinance will come into force from the day of its promulgation.

Berlin 2 September 1934.

Wirtschaftsminister:

(acting):
Dr. Hjelmer (CH Q/T)

President of the Reichsbankkuratorium.

Per. 1060.

First order for the execution of Ordinance concerning the establishment of compulsory cartels in the lignite industry.

From 23 October 1934.

On the ground of articles 2 and 6 of Ordinance concerning the establishment of compulsory cartels in the

- 4 -

lignite industry from 26 September 1934 (Wirtschaftsgesetz, Part I, Page 662) it is ordered:

.rt. 1

- (1) These lignite enterprises will be amalgamated into a compulsory cartel which will be designated individually by the Reichswirtschaftsminister. The Reichswirtschaftsminister may release members from a compulsory cartel.
- (2) The compulsory cartel has the name "Compulsory cartel of the lignite industry" and has its residence in Berlin. It has full legal capacity.
- (3) The aim of the compulsory cartel is to finance a joint stock company by the members of the compulsory cartel with a capital up to an obligatory limit fixed by the Reichswirtschaftsminister. The object of this joint stock company will be the production of fuel and lubricating oil by utilization of lignite, and the establishment of such plants as may be necessary to reach and further this object.
- (4) The compulsory cartel will be represented in, and outside of, court by a Wirtschaftskommissar appointed by the Reichswirtschaftsminister. The Wirtschaftskommissar of the compulsory cartel will be at the same time Wirtschaftskommissar of the joint stock company. He can issue a statute and rules of business procedure.

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The Reichsvirtschaftsminister appoints a deputy of the Reichskommissar.

(5) The expenses of the compulsory cartel will be met by the joint stock company.

Art. 2

- (1) The Reichskommissar is authorized:
1. to request from the administrative organs of the company information concerning all business matters.
 2. to call general meetings, meetings of the administrative organs, and to require the publication of decisions to be taken and, if this request is not met, to call those meetings or to enforce the publication at the expense of the company.
 3. to prohibit the execution of decisions or directives of the general meeting or of the Aufsichtsrat if he considers that necessary in the interest of Reich and Nation. He and his deputy have the right to participate in the general meetings and the meetings of the Aufsichtsrat; they are to be invited to these meetings.
 4. to make declarations of will and act for the conduct of the compulsory cartel as legal representative. The Reichskommissar will distribute and transfer, according to

- 6 -

a key established by the Reichsirtschaftsminister, the shares subscribed by the founders to members of the compulsory cartel which did not participate in the foundation.

(2) The Aufsichtsrat of the joint stock company in agreement with the Reichskommissar will fix the date when additional shares will have to be paid.

Art. 3

The Reichskommissar may request the Finance Office to collect according to the rules of the Reichswirtschaftsminister subscribed amounts of shares, the sum for shares to be taken over, according to Art. 2, Sect. 1 to. 4 subs. 2, no. of members of the compulsory cartel.

Art. 4

(1) Art. 192 Sect. 2 German Commercial Code will not be applied at the foundation of the company.

(2) Members of the Aufsichtsrat of the joint stock company will be appointed and recalled by the Reichskommissar.

(3) At the registration of the company the payment of at least 1/10 of the nominal amount of shares is to be proved, contrary to Art. 195 Sect. 3, subsect. 2. The same applies for increases of the capital stock.

(4) An increase of the capital stock will be admissible also before the capital has been paid in full.

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(5) Art. 207 German Commercial Code will not apply
to the company.

Art. 5

This order will come into force from the day of its
promulgation.

Berlin 23 October 1954.

Reichswirtschaftsminister:

(Acting):

Hjalmar SCHIGHT

President of the Reichsbank Directorium.

* * * * *

A true certified copy:

Nuremberg 22 January 1948.

Sign. Dr. Conrad COFFEE,

Attorney-at-Law.

Production office of the
Economic group ('irtschaftsgruppe)
Chemical Industry
Berlin 735, Si-Israeinstr.

Berlin 23 May 1944
Dr. S/Br

Circular No. 9.

1. To: Chiefs of Production Committees of the Trade and Collective Groups (Fach- und Sammel-Gruppen)
2. To: Production experts of the organisations of the Trade and Collective Groups.
3. To: Fachreferenten of the Trade and Collective Groups.
4. To: Trustees of the 'irtschaftsgruppe Chemical Industry.

Subject: Completion of plants of the chemical production plan.

The Reich Ministry for Armament and War Production states that in numerous industrial constructions necessities resulting from war are not taken sufficiently into consideration. Buildings which are used directly for production have to be constructed under any circumstances, also, even if auxiliary and temporary installations have to be taken into the herein. For this purpose the Reich Minister for Armament and War Production issued the enclosed

"Instructions for construction of plants for the chemical production plans"

to which I am drawing your special attention.

- 2 -

Chief, Production Office of the
Wirtschaftsgruppe Chemical Industry.

1 enclosure

To: Dir. Dr. RISLUR

Various dates and initiaIs.

Minister
for armament and for Production.

Directives

for construction of plants for the chemical production plan.

The various hindrances caused by the war which oppose time and again the construction of necessary buildings are not allowed to delay considerably the start of production of the plants. It has rather to be endeavored to eliminate those delays by adequate measures. I order therefore:

- 1.) In order to guarantee the possibly highest production a veritable setting into working order of the machines is to be emphasized ruthlessly. It is not sufficient that at the

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construction site simplifications are ordered ex post, the planning has to be adapted to this demand; the construction has to be the "possibly simplest".

2.) The use of manpower at the construction site has to be effected in such a manner, without any compromise, that subsidiary and reserve installations, not absolutely necessary for the immediate production, are not supposed to be started until the production installations had been finished.

3.) The outline for every construction job must be that the assembly of machines and appliances can be started at the "possibly earliest moment without the necessity to wait for the finishing of the building and roof-construction or the air protection ceilings.

4.) The requests of technical management for spaces surrounded by walls have to be kept within the narrowest limits. Only appliances and machines which absolutely can not be operated outside a building may be surrounded by larger buildings.

5.) The requests for lifting appliances have to be limited to a minimum (fitted cranes have to be replaced by door lift appliances where possible).

6.) Splinter protection walls indispensable for air protection have to be constructed.

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wherever possible, as supporting walls, particularly also those inner cross walls which up till now were constructed as protection only; thus one arrives at a "cell construction". The construction of necessary lifting appliances, if any, as of the roof construction is to be effected separately (contrary to the wall construction manner). Splinter protection walls are not to be equipped with windows at the height necessitated by the size of the appliances.

7.) Heavy, anti-aircraft roofs are to be constructed very sparsely over individual central key-points of the plants only. By changing to "cell construction" according to 6) the susceptibility of the plants to fire is decreased essentially.

8.) Immediate requests of the air protection for covered storage of tanks and the use of air raid shelters for the personnel are to be included into the planning and to be started so that the warlike beginning of operations of machines in appliances may not be delayed.

Vienna 3 May 1944.

sign. Name 511
as deputy

* * * * *

A true certified copy:

Nuremberg 22 January 1946.

sign. Mr. Conrad O'TOOLE,
Attorney-at-Law.

CERTIFICATE OF TRANSLATION

- 13 April 1946

I, Stanley S. Feldman STO 1043, hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of Document Book I, KIUCH.

Stanley S. Feldman

STO 1043.

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AFFIDAVIT OF FRANK L. HOWARD

STATE OF NEW YORK :
: ss
COUNTY OF NEW YORK :

Frank L. HOWARD, being duly sworn, deposes and says:

I, Frank L. HOWARD, after having first been warned that I am liable to punishment for making false statements, state herewith under oath and of my own free will the following, being aware of the fact that my statements are to be submitted to the Military Tribunal No. VI, Palace of Justice, Nuernberg, Germany.

I am a native citizen of the United States now residing at 920 5th Ave., New York 22, New York.

I have been requested to furnish this affidavit by a letter from Rechtsanwalt Dr. Conrad BOETTCHER of Berlin; true copy of which letter is annexed hereto and made a part hereof.

Wherever the term "Standard" is used it refers to Standard Oil Company (N.J.) and wherever the term "I.G." is used it refers to I.G. Farbenindustrie, A.G.

Affiant's impression was that the general attitude of the I.G. executives regarding cooperation with Standard under

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all agreements between them conformed to high standards of business ethics. This applies specifically to Dr. KLAUCH, Dr. von PLEITZM, Dr. TUFTSFISCH and Dr. SCHMITZ, with each of whom affiant had many business contacts over a long period of years beginning in 1927 in connection with said agreements.

So far as affiant knows these individuals sought to fulfill all legal obligations under all of their contracts up to the outbreak of the war in September 1939, and each always evinced a desire to be fair and reasonable in the interpretation of such obligations.

In unforeseen situations, in which the German government had acquired a special position because of its own reichsmarshall program and in which the legal obligation of I.G. was open to argument, arose in connection with Buna Rubber. This is later referred to in detail in this affidavit.

Affiant recalls that throughout the period of operation of the contracts between I.G. and Standard, beginning in 1927 and up to September 1, 1939, there were instances in which complaints were made by individuals in each company to the effect that individuals in the other company had not been prompt, full or frank in disclosure of technical information on particular points and that affiant and his associates in senior executive capacities in Standard discussed such complaints with the representatives of I.G., named in this affidavit and with other senior executives of I.G., and that so far as affiant

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can recall an amicable settlement of all such specific complaints by either side was always arrived at.

Affiant was aware that from about the year 1933 onward the German government assumed increasingly close control over the German economy and especially over foreign business transactions of German nationals. Such control and directives under it were frequently cited by I.G. to Standard as limiting the manner and extent to which I.G. could pay, incur, or alter a business obligation outside of Germany incident to the carrying out of its contracts with Standard. In consequence of such governmental restrictions, the parties were compelled to make such arrangements as they could for proceeding under the Jasco Agreement of 1930.

Affiant assumes that there were regulations or directives of the German government dealing with the export of technical information but is without knowledge of whether any such directives actually existed and does not recall any instance prior to September 1, 1939 in which exchange of technical experience was refused by I.G. on the ground that it was incompatible with a government directive. The special situation on Buna rubber has been referred to.

For many years prior to the entry of the United States into the recent war, affiant was aware of a growing feeling in the United States, Germany and elsewhere that the nationals of any country might expect intervention by their own governments

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in the incurring or performance of obligations to pass to
foreigners new technical inventions or discoveries of
possible military or special economic importance. The first
such instance which affiant recalls was on or about March
1935 when certain requests were made by the Army of the
United States in connection with the maintenance of secrecy
on new processes for the manufacture of aviation gasoline.
Details of this matter will be found on page 5096 to 5100
in the record of Hearings of the Committee on Contracts,
United States Senate, Seventy-Ninth Congress, Second Session;
and on page 4627 in the record of Hearings before a Special
Committee Investigating The National Defense Program, United
States Senate, Seventy-Seventh Congress, First Session.

On or about December 14, 1939, affiant attended a large
meeting in the Office of the Division of Controls of the
Department of State of the United States at which the subject
of disclosure of certain types of technical information to
foreign countries under existing contracts was discussed.
A memorandum of the facts to Department herein with this con-
ference and the decisions reached therein was forwarded to
affiant by the head of the Department of Controls of the
State Department on December 19, 1939.

The practice on the disclosure of new processes or dis-
coveries under the contracts between I.G. and Standard varied

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widely varying upon the individual concerned and the nature of the invention or discovery. In general, affiant had the impression that discoveries of I.G. were relating closely to its existing large commercial operations of coal and tar hydrogenation and manufacture and separation of gases were often not disclosed until after they had been tested by actual commercial operations, while discoveries relating to new products were disclosed before any large scale commercial work had been undertaken. These generalities were modified by the character of the individual scientists directly concerned and by the instant situation. Such variations in exact timing and procedure as to disclosure of new discoveries by I.G. were matched by similar variations in the case of Standard, and affiant was never aware of important or consistent differences between I.G. practices and Standard practices in this regard.

In the case of the new chemical product now known as Isaflow, this product was described and shown to Mr. GORDON DAVIS of Standard in 1929, before any commercial production of the product by I.G. Mr. DAVIS tested the sample sent in late 1929 to the United States and found that it possessed most unusual and valuable properties as a lubricating oil. The commercial business of manufacturing and selling this product for the above purpose was first established in the United States by Standard and at a later date and on a smaller scale in Germany by I.G. The American business so

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established by Standard was the commercial foundation of what soon became a new and profitable industry of four inhibitors for lubricating oil. These four inhibitors, of which the product Teraflow is still the leading example, are universally used in high grade motor lubricating oils.

In the case of the new product called Oxyanol by I.G. and called Farstone or Pitmanx by Standard, efficient personally received the first sample of this product delivered to Standard representatives and witnessed a laboratory demonstration of the production process before any commercial operations in Germany. Efficient brought this sample back to the United States with him, and again this new German product formed the foundation for a new American industry called the Farstone business, through which American oil refineries were able to produce better lubricating oils at lower cost. Both Teraflow and Farstone were of military importance and wide military use in the United States in connection with motor lubricating oils and Farstone especially was regarded as an indispensable aid and was generally used in the production of hydraulic fluids for shock absorbers and gun recoil checkers.

In the case of the process known as Hydrocarbon Synthesis, which was the I.G. development of the early Fischer-Tropsch process for synthesizing liquid hydrocarbons from mixtures of carbon monoxide and hydrogen, efficient recalls lengthy

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discussions of this process and a visit to an I.G. pilot plant which had begun but not completed a series of test runs intended to develop a basis for possible commercial operations by I.G. in Germany. Such discussions and visit long preceded any commercial operations of the I.G. improvements so far as affiant knows.

In the case of the dehydrogenation of butenes for the production of butadiene, the basic raw material for uns rubber, affiant recalls that in 1938 it was agreed between Standard and I.G. that a successful process of chlorinating by-product refinery butenes might form the best basis for initial commercial production of butadiene for synthetic rubber by the oil industry in the United States. Accordingly, I.G. undertook about 1938 to carry out laboratory and pilot plant work on this process in Germany, using for test purposes small quantities of refinery butenes shipped by Standard. I.G. proceeded with this program and invited representatives of Standard, including affiant, to visit the pilot plant. Based partly on the reports from this pilot plant, Standard made extensive engineering and economic studies for such an operation to be located at Baton Rouge, Louisiana, but abandoned this project in favor of another project in which the production of butadiene was combined with the production of Ethylene for the manufacture of synthetic (ray) alcohol.

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In the case of the Hydroforming process, the basic I.G. work on the production of aromatics by the catalytic hydrogenation of liquid hydrocarbons of the gasoline type was disclosed by an early I.G. patent and discussed frequently with I.G. long before any development in the United States. The fact that I.G. used this so-called aromatization process commercially to improve the quality of their synthetic gasoline made from coal and coal tar as well as from petroleum fractions was well known to Standard. But although the patent disclosed the necessary basic conditions, affiant does not recall that Standard was ever informed of any German commercial operations in which the principle involved was taken advantage of to the full extent of building and operating a catalytic "hydrogenation" plant without any hydrogen plant connected with it. The proposal to build and operate a commercial plant of this latter character was, affiant believes, first advanced by the A.V. Kellogg Company in the United States as a low-cost method of improving the quality of gasoline fractions. Kellogg had access to the I.G. technical information on hydrogenation through an agreement with Standard. There were much discussions between Standard and I.G. and the licensees of the hydrogenation process as to whether or how such an operation came under the various contract provisions. This dispute was finally compromised by an agreement that Hydroforming should be considered an "intermediate zone" operation, partly within and partly

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without the hydrogenation definition. Further questions arose in connection with the use of certain variants of this hydro-forming process for producing pure aromatic compounds, and especially toluene to be used as a chemical raw material for the manufacture of the explosive T.N.T. The variants of the hydroforming process necessary for this purpose were worked out by Standard and Kellogg in the United States. Standard decided, ex parte, that it would neither ask nor give any information concerning this specific operation to I.G.

Affiant believed at the time and still believes that in view of the nature of the problem, and the terms of the contracts, Standard's ex parte decision not to exchange information with I.G. on the use of variants of the hydroforming process for the production of pure toluene for the manufacture of T.N.T. was justifiable and proper, but affiant, of course, recognized that this action was tantamount to a recognition of the right of the other party to make similar ex parte decisions of the meaning and intent of the contracts as applied to similar situations.

In the case of Catalytic Cracking, affiant does not recall any active discussion of this subject between Standard and I.G. until the plan to organize a new group called Catalytic Research Associates (C.R.A.) was initiated in the latter part of 1937 or the early part of 1938. Following the initiation of this plan, I.G. undertook to prosecute a new program

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of research in the catalytic oil refining field independently of the use of hydrogen, and communicate the results to Standard. So far as affiant can recall, I.G. had no commercial operations at all in this field at the time.

In connection with the production of high quality aviation lubricating oils by synthesis starting from ethylene and paraffins, I.G. processes in this field were disclosed and discussed freely between Standard and I.G. before any commercial operations in Germany which affiant can recall. Affiant recalls that he discussed these synthetic operations and I.G.'s future plans to proceed with them in Germany with the American Ambassador, Mr. Hugh T. Keay, in Berlin in September of 1933 and assisted in the preparation of a report in which these processes are referred to for transmission to Washington at that time. This report is reproduced on page 4725 "Hearings Before a Special Committee Investigating The National Defense Program, United States Senate, Twenty-Seventh Congress, First Session".

Referring to the agreements of 1930 between the German uhrchemie interests and I.G., Standard, Kellogg and the Royal Dutch-Shell interests relating to the process known as Hydrocarbon Synthesis, the technical work of I.G. in this field was useful and affiant believes it was disclosed to Standard before any commercial use in Germany or elsewhere. I.G. were very helpful and they assisted greatly in obtaining and correctly evaluating the technical data and experience of uhrchemie

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*
in this field. This hydrocarbon's synthesis agreement and the technical data of I.G. supplied to Standard and to the Kellogg Company underthe.agreement was, in the opinion of affiant, an important element in forming the foundation for the processes of producing gasoline from natural gas which have since been developed in the United States by the Hydrocarbon Research Corporation, by Standard and by the Kellogg Company. Hydrocarbon Research Corporation is itself an independent company headed by Mr. T.C. KEITH, formerly a vice-president of the Kellogg Company. Mr. KEITH was an active participant with affiant in technical discussions at which the I.G. process and improvements in hydrocarbon synthesis were disclosed. The hydrocarbon synthesis process is now regarded in the United States as one of the main reliances of the nation for meeting its long term requirements for liquid hydrocarbon, supplementing supplies of crude oil. The process may be employed either with natural gas or with coal as a starting material, and although a vast amount of intensive scientific and engineering work has been required and has been done in the United States, and much still remains to be done, affiant believes that the German technologists who have pushed this new industry forward to a successful basis consider that the principal foundations were those provided by the Fischer-Tropsch work and the I.G. improvements thereon.

In general it may be said that the hydro-carbon process acquired by Standard from I.G. under agreements of 1927 and

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1929 and subsequently developed by these two companies and their licenses will permit the conversion of coal to oil in the United States on a successful industrial basis and on any required scale, and that the subsequently developed hydrocarbon synthesis process will accomplish this conversion of coal to oil in a manner better suited to American conditions and at a presently estimated expense less than the expense of the hydrogenation process. It also permits the use of natural gas to the extent that it is available as a supple ntry source of liquid fuel.

Referring to the lengthy negotiations culminating in the C.I.L. negotiator's memo initialled at Tido Beach, L.I. in August 1939, the I.G. representatives cooperated with Standard, as heretofore referred to in this affidavit, on a selected Standard in its effort to create the most effective cooperative group for research and development to advance this field of catalytic oil refining without the use of added hydrogen.

Although the Tido memorandum never went into effect as a contract, it formed a foundation on which there was useful technical cooperation in the United States in the development of catalytic refining on hydroforming within the entire group of C.I.L. companies save the I.G. I.G. became uninterested in co-operate because of the outbreak of the war in September 1939. Standard itself, however, brought into this co-operation all the technical data and knowledge of production, use and

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behavior of contact catalysts which it had obtained from I.G. The "Fluid Catalyst Process" grew out of this cooperation within the C.R.I. group and was brought to successful completion by Standard itself in 1941. It has been licensed generally to the American Oil industry and to some English and Dutch companies as well under the agreements between the original C.R.I. parties (with the exception of I.G.), which agreements were entered into in accordance with Recommendation No. 41 of the Office of the Petroleum Administration for War of the United States. The Fluid Catalyst Process was generally regarded as the greatest single contribution to oil technology during the recent war and was an immense foundation for the prompt production of the required enormous supplies of synthetic rubber and 100 octane gasoline of the United States and its Allies.

With regard to Durex Rubber, several complications intervened to prevent this process from being put into the American Corporation Frasco formally and completely prior to the outbreak of the war in Europe. A more detailed account of the history of the American Durex rubber development and its relation to the German "Durex" or development is correctly given in the book "Durex Rubber" written by the affiant and published by J. Van Nostrand Company, New York, in March 1947, reprinted November 1947. The unforeseen situation in connection with Durex rubber arose from the fact that I.G. had permitted or encouraged its own government to support the "Durex" deve-

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lormant at great expense in Germany in ignorance of the fact that the foreign rights on it were subject to legal claims by Standard under the Jesco contract, and the fact that Standard could support this legal claim by reason of the early cooperation between Standard and the I.G., under the Jesco contract in attempting to provide a foundation for a "pure industry" based on oil in the United States. It was this unforeseen situation and not any specific government directive for hiding the disclosure of pure technique to Standard which was cited by I.G. as a reason for not proceeding promptly and openly to recognize I.G.'s sole rights in the pure process outside Germany.

On the general subject of whether I.G., prior to September 1, 1939, permitted regulations or directives of the German government to prevent them from giving to Standard technical information to which it was entitled under the agreements with I.G., affiant does not recall any discussion of this subject with any I.G. executive. Affiant does recall having discussed this subject, prior to September 1, 1939, with nationals of the United States, England and Holland who were entitled by contracts with Standard and I.G. to receive technical information originating with I.G., and that everyone seemed to be of the opinion that the I.G. executives would do the best they could to live up to their agreements and nothing was to be gained by raising any question of

Document Book I, KAUCH
KAUCH - Account No. 141
Exhibit No.....

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governmental intervention on either side of such contracts,
as it must be assumed that each side would have to comply
with and conform to the directives of its own government.

Frank L. HODGES

Sworn and subscribed to before me
this 2nd day of February 1946

Desmond F. JONES,
Notary Public in the State of New York
Residing in Mineola County
Kings Co. Clerk's No. 72, Reg. No. 61-5-1
Commission Expires March 30, 1946

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OO Y

Dr. jur. Conrad OETTCHER
Rechtsanwalt

(13e) Dehringendorf near Nuernberg
Kurhotel, U-Zone, Bavaria
Germany

November 25, 1947

Mr.
Frank BOYD
c/o Standard Oil Co.
30 Rockefeller Plaza
New York

Dear Sir,

you are, no doubt, informed of the trial now on going before the Military Tribunal No. VI at Nuernberg against the former leading executives of IG Farbenindustrie A. G. I, the undersigned Rechtsanwalt Dr. Conrad OETTCHER have been appointed Chief Defense Counsel for the defendant Professor Mr. Carl MAUCH. I am addressing you to-day in his name, as well as on behalf of and for

Rechtsanwalt Dr. Hans FLAHERTY, appointed Chief Defense Counsel for the defendant Dr. Heinrich UTTINGER,

Rechtsanwalt First Lt. COLIN, appointed Chief Defense Counsel for the defendant Dr. August von WIEDE,

Rechtsanwalt Justizrat Dr. Adolf DIX, for the defendant Schenrat Dr. Hermann SCHLITZ.

The indictment against IG among other charges accuses IG of not having colluded loyally and faithfully with their non-German contract partners in the field of research of information on new inventions and developments and, thereby, weakening the economic and technical power of the United States for the purpose of preparing an aggressive war.

We are informed that you as one of the executives of Standard Oil (N.J.) are thoroughly familiar with the contents and execution of the contract between Standard Oil (N.J.) and IG on the mineral oil field.

Therefore, we would ask you to assist the Tribunal in their endeavour to find the truth without an impartial statement on the facts that are known to you.

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For that purpose we would appreciate having an affidavit from you, informing the Tribunal of the manner in which the respective members of IG handled the contracts, as far as mineral oils are concerned. This affidavit should especially disclose the following.

1. According to your impression, based on an experience of many years, what was the general attitude of the IG executives who were responsible for the execution of these contracts with regard to cooperation between IG and Standard Oil (I.J.)? This refers especially to Professor Dr. K. LUCH during the time when he was active in IG, as well as to Dr. von KNEISCH and Dr. DUTFTSCH.

The question is, whether these men have fulfilled the obligations out of these contracts until the outbreak of war in September 1939? Furthermore, did they handle the exchange of experience in a fair manner? Or have you any proof for the fact that information was illegally withheld in contradiction to the contract?

2. Are you informed by IG that, from 1933 on, IG had to consider more and more restrictive governmental directives, causing additional difficulties with regard to the exchange of experience as stipulated in the agreement?

Are any important cases brought to your attention, in which IG failed to pass on to Standard Oil (I.J.) essential experience of the mineral oil field?

Are you ever under the impression that IG neglected any of their obligations out of the contract under the pretext that an exchange of experience was incompatible with government directives?

3. At which stage of development did Standard Oil (I.J.) receive information by IG on new results in their research work and the developments therefrom?

Is it your impression that the technical experts of Standard Oil (I.J.) who were in constant contact with IG were informed in a fair manner of all technical developments on the field covered by the contracts?

Would you please at this point of the affidavit refer to

- a. the proceedings with regard to the disclosure or inventions and recent developments of IG on Paraflo, O-anol, Polymeron, Synthesis Process, Dihydro-carbonation of Butene, Hydroformyl Process, Catalytic Cracking, production of aviation lubricants from styrene and paraffins,

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- b. other proceedings that you deem characteristic for the practice commonly used by IG in informing Standard about such new inventions and developments.
4. In 1936 Standard Oil (N.J.) and other foreign oil companies made an agreement with IG on the field of "Kohlenasser-stoff-Synthese". Did IG carry out their obligation out of this agreement loyally and thereby contribute their part to the technical development?
5. It is known to us that, in August 1939, after very lengthy negotiations, a negotiators agreement was concluded between Standard Oil (N.J.) and several other foreign oil companies on one side and IG on the other side. This concerned largely the use of contacts on the field of production of fuel from mineral oil. In the course of preliminary negotiations and, furthermore, until the outbreak of war in September 1939, did IG contribute considerably to this new contract field and thus accelerate the development of the extraordinary important processes falling under this agreement.

Was the privileged position granted IG in this contract essentially based upon the fact that the foreign contract partners expected from IG valuable contributions to the acceleration of the technical developments on this field. Was it, therefore, the fact that, due to a long years experience with IG with regard to their technical-inventive efforts and the general way of handling such machines of importance, the foreign partners had full confidence in IG?

In regard to your affidavit, certain regulations by military Tribunal will have to be followed. They refer to the initial clause as well as to the verification of your signature. The enclosed form will give the necessary information.

I would appreciate it, if you would kindly write the affidavit as soon as possible and send it to the address on my hand of this letter by airmail.

Yours very sincerely

1 enclosure

Signature not legible

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L f f i d e v i t .

I, (name and address of affiant), after having first been warned that I am liable to punishment for making false statements, state, herewith under oath and of my own free will the following, being aware of the fact that my statements are to be submitted to the Military Tribunal Jr. VI, Palace of Justice, Nuremberg.

(location and date)

(name of affiant)

Certification by
an official person.

AFFIDAVIT.

I, Dr. Friedrich RINGER, a resident of Fischbach near Waidenborg, District of Bayreuth, have been warned that I render myself liable to punishment in the case of a false affidavit. I declare in lieu of oath that my statement is true and that it is made in order to be submitted as evidence to the Military Tribunal in the Palace of Justice, Nuernberg, Germany.

1. I was born on 13 December 1900 in Memmingen. From 1926 onward, I was employed by the I.G. Farbenindustrie A.G. as a chemist. Until 1933/34, I had a substantial part in the development of hydration processes. From 1932/33 until the beginning of the war, I mainly dealt with the agreements in the field of oil industry existing between the I.G. and a number of foreign oil companies and other companies. I have described, by request of CMICUS, Decartolization Branch, the background of these agreements, their import and their main content in a memorandum entitled "Activities of I.G. Farbenindustrie A.G. in the field of the oil industries."

Most of these agreements in the field of the oil industries provided for a comprehensive exchange of experience between the partners within the scope of the individual agreements. Handling this exchange of experience formed

(page 2 of original)

part of my tasks, the actual exchange of experience in the special field of hydration being carried out by the experimental department for high pressure. Based on these activities, I am in a position to make a comprehensive statement on the general methods by which I.G. handled the exchange of experience in the field of oil industry in which I was engaged.

2. Decisions on the co-operation of I.G. with the foreign oil companies in the field of oil and on the exchange of experience rested with Professor Dr. KLAUCH during the period of his active employment with I.G., in other words until 1936; from 1937 or about, they rested with Dr. DIETEFISCH, in as much as the technological exchange of experience as such was concerned, and with Dr. v. KLEINHORN, as far as the handling of the legal aspects of the agreements were concerned. Until the outbreak of war, these gentlemen persistently directed me to perform my tasks in a way which implied the faithful fulfilment of the obligations undertaken by the agreements and a very smooth handling of the exchange of experience avoiding friction as much as possible, so that the parties to the agreements on the other side were satisfied. I do not recall a single case in which the gentlemen mentioned above had directed me to withhold experience of any kind covered by the scope of the agreements. It is a matter of course that I was bound to adhere carefully to the rules established by the authorities relating to the transmission of particularly essential information to foreign countries. I shall deal with this point later in my statement.

(page 3 of original)

In accordance with this basic attitude of Dr. ERNAUCH, Dr. v. KELLEIM and particularly of Dr. STUTTMISCH, there developed a comprehensive and intensive exchange of experience with our numerous partners, extremely fruitful for both sides. As it had been the intention of the parties concluding the agreements, this co-operation based on mutual confidence brought it about that within the scope of the agreements quick progress was made and those very developments were reached which were the most favorable ones from the technological point of view. Practically at all times, liaison men representing foreign companies - such as the Standard Oil (N.J.) and others - were attached to I.G. in order to catch up immediately with new developments and to pass them on. In addition, experts of the foreign partners very frequently visited I.G., partly for a lengthy stay. To mention the high pressure experiments in Ludwigshafen only, an average of at least 25 foreign visitors per year visited I.G. in the years 1933 to 1936 in connection with the exchange of technical experience in the field of hydriding. Moreover, representatives of the foreign oil companies attended meetings in Ludwigshafen concerning other fields of the oil sector covered by the agreements. For illustration only, I may mention two rather important conferences dealing with the exchange of experience in the fields of Polyes and of carbohydrate synthesis which took place at the I.G. and were attended by the representatives of several North American and other companies; partly, Dr. STUTTMISCH

(page 4 of original)

was in charge of these conferences, partly I was in charge myself; they filled a lengthy period until the end of 1938. In order to illustrate the fact that the exchange of experience was unrestricted, it may be pointed out that Standard Oil was given samples of important new products (such as Paraflow, Oppanol, Larantone) before the initial tests of these new products in the I.G. laboratories were completed. In many cases, newly developed technical processes were (until the time immediately preceding the outbreak of the war) demonstrated to the foreign partners in the initial stage of their development; the following processes may serve as examples: movable contact, butane-dehydrogenation, new modifications of carbohydrate-synthesis, butane-chlorination, combustion of methane by oxygen, paraffin-lubricating oil-synthesis, etc.

3. Frequently, the foreign partners pointed out to me that they were fully satisfied with the handling of the exchange of experience and with the mutual confidence prevailing in the co-operation. I cannot recall any case in which there had been a complaint to the effect that co-operation in the field in my charge did not work satisfactorily. I want to stress that this result was achieved only through the attitude of Dr. ERLAUCH, Dr. DUGENFISCH and Dr. v. KNIERIM; in fact, with the very large number of experts engaged in this field at the I.G., there occurred some cases in which it was necessary

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to overcome a certain aversion to the premature disclosing of new research results and new experience.

Evidence to the effect that the foreign partners felt complete confidence with regard to the exchange of experience with I.G., can be found in the agreement dated October 1930 concerning the field of carbohydrate-synthesis and the agreement concerning catalytic cracking concluded in August 1930. The foreign parties to these agreements, particularly to the agreement concerning catalytic cracking, were many of the large foreign oil companies, viz., apart from the Standard Oil (N.J.), the Shell Group, Texaco Oil, the Standard Oil of Indiana, and others. An essential element involved in these agreements was the exchange of experience - to be effective immediately - between the partners, so that I.G. put its most recent research results at the disposal of the other partners, as far as they came under the scope of the agreement. This exchange of experience was meant to serve as a basis for the development of new processes. The privileges granted to I.G. were deemed justified by the technical contributions which I.G. was expected to make in this field. This proves that even at this period none of the foreign partners - who were guided by their previous experience - felt any doubt with regard to the faithful and conscientious fulfilment, directed by Dr. DUBTFVISCH, of the agreement from the part of I.G.

4. It is obvious that all parties to these agreements were at all times aware of the fact that regulations issued by the competent government authorities

(page 6 of original)

might restrict the exchange of experience. This was already known when the basic contract with Standard Oil (N.J.) was concluded in 1929, and it led up to a special exchange of letters between Mr. Taaglo, then president of Standard Oil, and Herr Dr. SCHEITZ. A letter referring to this question was attached to the basic agreement when it was concluded in 1929. It expressly deals with the contingency "that one of the parties should in future be hampered in, or prevented from, the implementation of those agreements or any of the stipulations contained therein by existing or future laws, or that the interests of one of the parties should be considerably impaired by the effect of legislative or government measures."

Similarly in the case of the agreements concluded later, I.G. never concealed from its foreign partners that such hindrances might occur; the other parties showed complete understanding throughout, as they, too, had to reckon with similar restrictions of the exchange of experience due to decrees of their own government authorities. In consequence, a clause pertinent to this matter was, by request of all parties, inserted in the agreement concerning carbohydrate synthesis concluded in October 1936; this was done by

(page 7 of original)

way of a so called hardship clause. A similar stipulation worded in consideration of the conditions prevailing at that time was agreed upon in 1939 in connection with the agreement concerning catalytic cracking.

As a matter of fact, the first case I remember in which the withholding of experience was requested by government decree, happened not with I.G. but with Standard Oil (N.J.). In February 1936, Mr. Howard, the representative of Standard Oil, informed us to the effect that his company had been requested by the government to withhold from us all experience referring to certain (unspecified) processes in the field of hydration. It is true that the Standard succeeded, as Howard told us, soon afterwards in eliminating the objections raised by the government authorities. As far as I know, I.G. too, succeeded in all important cases in eliminating by way of discussions or written applications the objections raised by government experts against the exchange of experience in the fields handled by me; in these negotiations, I.G. took persistently great pains not to be prevented from the loyal implementation of its obligations resulting from the agreements. This result was achieved, although the exchange of experience was frequently subject to strong criticism from the part of government departments; at certain occasions, even very sharp attacks could not be avoided. The case of acetylene lubricating oil is a typical example of the difficulties

(page 6 of original)

I.G. had to cope with. Acetylene lubricating oil is a particularly high grade lubricating oil developed by I.G. In September 1935, I.G. - for which I was acting in the matter - informed Standard of the process and of the pertinent technical data; in November 1935, I.G. supplied Standard with samples for testing purposes. Government authorities had not been notified of this; until the middle of 1935, such information was furnished to government authorities only in very rare cases. Later on, the Reich Air Ministry considered this lubricating oil of extreme importance for use in airplane motors. When it became known that acetylene lubricating oil had been passed on to Standard with the pertinent technical data, I was sharply attacked by the Referent in the Reich Air Ministry and even threatened with criminal proceedings for treason. This matter was only smoothed down after long negotiations and by personal intervention of Dr. HUMPFISCH with the competent department chief in the Reich Air Ministry, Herr von HEDMSECK.

The responsibility incurred by I.G. and in particular by Dr. HUMPFISCH by sticking to the policy of exchange of experience based on mutual confidence was rather considerable, and so were the risks incurred.

(page 9 of original)

In fact, the conviction of I.G. that the greatest advantage for both parties could only be expected by way of loyal fulfilment of the agreements, and that I.G. should never incur the risk of being taxed with unreliability by the foreign parties, was not apt to meet with understanding, from the part of the pertinent government departments. If it was possible to obtain even in the beginning of the war the consent of the government authorities to the agreement concerning catalytic cracking - to give only one example - this was only due to the fact that Dr. SUDTMUSCH provided those authorities with explanations which made it possible to then to give their approval, a result which I.G. took the greatest pains to achieve.

Bayreuth, 22 December 1947

sgd. Dr. Friedrich RINGEL

Doc. Number No. 2053/46

I certify the authenticity of the above signature of Dr. Friedrich RINGEL, chemist, residing in Fischbach, Post Weidenbach (Upper Franconia), born on 13 December 1890 in Neumünster/Holstein. He has proved his identity by his German card of identity, showing his photo, issued by the Landratsamt Bayreuth on 14 May 1947, identification No. I 536 460.

Dr. RINGEL was indoctrinated about the meaning and importance of an affidavit.

Document Book IX KLAUCH
KLAUCH Document No. 131
KLAUCH Exhibit No.

(page 10 of original)

Payreuth, on the twentysecond December one thousand nine hundred
and fortyseven.

Bill of fees No. 2053

Notary's fee RM 2.—

Turnover tax 0.06

Fee Ordin. Art. 39

sgd. Dr. GEUHL,
notary public

(Dr. Theodor GEUHL,
notary public)

sgd. Goupol

* * * *

I hereby confirm that this is a literal and correct copy of
the above document.

Munich, 20 January 1940.

sgd. Dr. Conrad DETHMERS
Attorney

AFFIDAVIT.

I, Dr. Friedrich Alsgaen, a resident of Fischbach near Voitshurg, district of Leyreuth, have been warned that I render myself liable to punishment in the case of a wrong affidavit. I declare in lieu of oath that my statement is true and that it is made in order to be submitted as evidence to the Military Tribunal VI, Palace of Justice, Nuernberg, Germany.

I was born on 13 December 1900 in Neumonster. From 1926, I was employed as a chemist by I.G. Farbenindustrie A.G. Practically, my work was restricted to the field of oil. From 1923/33 onward, my main task consisted of the handling of the agreements concluded by I.G. in the field of oil. In 1931, I was appointed Prokurist. From 1940 onward, I was put in charge of the department mineral oil of the I.G. in Berlin. In the frame work of my activities, I also studied particularly the production of aviation fuel in I.G. on an industrial scale started approximately in 1936. It gradually increased and amounted to roughly 150,000 tons per year in 1938. As far as the total production and the total consumption of aviation fuel in Germany is concerned, I do not know the exact figures - they may be

(Page 2 of original)

on record somewhere or not - so that I am not in a position to make a definite statement on the share of I.G. in the German aviation fuel supply; according to my own estimate, this share was but moderate.

However, a statement based on figures only would not be of real value, as it would not furnish a proper picture of the position prevailing in the field of aviation fuel supply. In order to assess the importance of the I.G. production of aviation fuel correctly, it is necessary to consider and to evaluate the quality requirements involved in aviation fuel.

Upon the outbreak of war in September 1939, Ziegler, an American expert in the field of mineral oil, stated in an American magazine: "Not the guns of Franco, Great Britain or Poland will sound the death knell for Germany in this war, but the knocking in the motors of her planes." This opinion was correct for the following reasons:

Highly developed aviation motors can only be exploited fully if a suitable fuel mixture is used. Approximately since 1935, special aviation fuel, constituting mixtures of a basic benzene with iso-octane were applied in the Anglo-American sphere on an increasing scale. Thus, practically the only kind of fuel used by the American Air Force in the beginning of the war was a mixture of 40 - 50% of iso-octane.

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and 40 - 50% of basic benzene. This mixture had an octane-figure (quality mark) of 100. The English aviation fuels were composed similarly, though a slightly lower quality limit (octane figure 92 - 95) was sometimes admitted.

On the other hand, the aviation fuel produced and supplied by I.G. was nothing but a modification of automobile gasoline which was taken out of the production of automobile gasoline and subject to certain minor alterations. The octane figure of this product was roughly R.P. - 70; after addition of lead-tetra-ethyle it did not exceed 87. Such types of fuel were in the beginning of the war admitted by the Anglo-American Air forces at the utmost as basic benzene to be mixed with a component preventing knocking (such as iso-octane).

In other words, only by the use of iso-octane it was possible to achieve the quality necessary for modern aviation motors. Now, production of iso-octane in Germany was still in the initial stage when war broke-out. This was known to Egloff and at the back of his statement mentioned above.

2. The development in the non-German sphere and the necessity for iso-octane as a component to be mixed with gasoline for aviation purposes was well known in Germany and in the I.G. Both from many publications and from

(page 4 of original)

tests carried out by I.G., all the more as a modification of the I.G. hydration process was used abroad in the production of the iso-octane then in use. For instance, I.G. itself in 1937 participated in the design of a large iso-octane plant for the Anglo-Iranian Oil Company. In addition, in 1937 an iso-octane plant of the Essofaché Petroleum Maatschappij (Shell Group) had started operations on Pernis (Holland); in this process, the I.G. catalyst was applied.

In Germany, a slightly more complicated method of producing iso-octane had been existing at the I.G. since 1936. Until the outbreak of war, however, only small quantities were produced by this method, because I.G. did not push this process. The I.G. and Dr. BUNTFISCH in particular felt that the use of hydration gases was a better solution for iso-octane production both under the technical and economic aspects. Experimental work on this process was carried out from 1936 to 1939; it may be noted that all experience gained in this field including the special method applied (movable catalyst) (adjustable catalyst) were passed on without reserve to the foreign parties to the agreements concluded by I.G. However, until war broke out, no technical installation based on this alternative method was operating. This shows without any doubt that in the very sector of aviation fuel Germany was in 1939 perhaps the country least prepared for war.

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The following table shows the production of iso-octane by I.G. for the period from 1936 to 1939. There was no such production in Germany outside of I.G.

Year	1936	1937	1938	1939
Production of iso-octane in tons*	-	600	3,700	6,100

On the other hand, the capacity of the iso-octane plants existing in the non-German sphere as early as in 1938 is estimated at 240,000 tons a year according to statements published in the pertinent literature.

5. Only in the course of the war, slightly larger quantities of iso-octane and of alkylate - a similar product - were produced in Germany. The output in these products reached in 1943 - probably the record figure - did not exceed 85,000 tons, whereas according to publications the output in the non-German sphere amounted to at least 2,000,000 tons by the end of the war. In order to give a complete picture, it may be added that in order to bridge this supply gap, aromatic benzene was produced in Germany on a considerable scale during the war, so that the addition of iso-octane to aviation fuel could be reduced to 20%.

Bayreuth, 22 December 1947

cc: Dr. Friedrich KINGEL

(page 6 of original)

Doc. Register No. 2961/1947

I certify the authenticity of the above signature of
Dr. Friedrich ALIGER, chemist, residing in Fischbach, Post
Weidenberg (Upper Franconia), born on 13 December 1900 in
Meumionstorf/Holstein. He has proved his identity by his German
card of identity, showing his photo, issued by the Landratamt
Bayreuth on 14 May 1947, identification No. D 535 468.

Dr. ALIGER was indoctrinated about the meaning and
importance of an affidavit.

Bayreuth, on the twentysecond December one thousand nine hundred
and fortyseven.

sgt. Dr. GÜPFEL, notary public
(Dr. Theodor GÜPFEL, notary public)

Fees of foo No. 2061
Notary's fee RM 2.—
Turnover tax RM 0.06

Fees Ordin. Art. 39
sgt. Dr. GÜPFEL

* * * *

I hereby confirm that this is a literal and correct copy
of the above document.

Nuernberg, 29 January 1948

sgt. Dr. Conrad DÖPFNER
Attorney

AFFIDAVIT,

I, Dr. Gerhard RITTER, residing in Kappel near Neustadt, have been warned that I render myself liable to punishment in case of a false affidavit, I declare in lieu of oath that my statement is true and that it is made in order to be submitted as evidence to the Military Tribunal in Nuremberg, Palace of Justice.

1.) From 1936 to 1945, I was a technical assistant to Prof. Dr. Carl KRAUCH.

2.) I have been shown prosecution document SI-14701, exhibit 1919.

The prosecution document contains excerpts from the original document. These excerpts are misleading because of the way in which they have been compiled and by omission of essential parts. On page 5 of the prosecution document, it is said:

"The Reich Office for Economic Development (Reichsamt fuer Wirtschaftsaubau) must be given credit for having managed this development in a courageous way."

As this passage is shown immediately after a statement dealing with chemical warfare agents, the impression is created that this passage referred to chemical warfare agents proper. In the description of the contents contained in the "list of exhibits in evidence", it is even said (page 304):

"In the poison gas field, the GABECHEM (General Plani-potentiary, Chemistry) has managed this development courageously since the beginning of the Four Years Plan!, etc."

As a matter of fact, the paragraphs left ^{out} by the prosecution show that this passage refers to a chemical element applied in every field, viz. sulphuric acid, which is not a poison gas; the same applies to the smoke agents (Nebelstoffer) to be mentioned later. The passage detached from the context by the prosecution must, therefore, be read together with the two paragraphs preceding it. Thus, the excerpt from the original should read as follows:

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"Smoke agents."

Chemistry knows numerous and very various smoke agents. As preparations which are particularly important, we may mention the 'Wobelsacure' (fog producing acid) proper, which consists of trioxide of sulphur and sulphochlorite acid, furthermore perchloric carbohydrate and titanotetrachloride.

The fact that the production of fog producing acid is now being multiplied in a very short time owing to new air raid protection requirements, shows that large-scale chemical industry is maintaining its efficiency in spite of the difficulties prevailing. In this connection, it must be stressed that it is a duty incumbent on German war economy to strengthen chemical industry again and again, disregarding the shortage of labor and building materials. The fact that up till now German chemistry was able to come to the rescue in every stage of the war and in every emergency, was possible only because systematic research and well-considered long view planning had been carried out far beyond current requirements. Thus, the healthy organism of chemical industry can be compared to a cupboard with many drawers containing every material required in war and peace economy.

The Reich Office for Economic Development must be given credit for having managed this development in a marvelous way. The fact that at present production of fog producing acid, too, can be increased relatively rapidly, is a result of this foresight, all the more in view of the fact that our pyrite supply has gone down owing to the lack of many foreign pyrites. Now, we are reaping the fruits of the hard work put in by our inventors, who converted calcium sulphate (gypsum), the German pyrites so difficult to be processed and other materials into valuable war time raw materials."

Nuremberg, 19 March 1948.

Sgd. Dr. Gerhard RITTER,

I hereby confirm and certify the above signature of Dr. Gerhard RITTER, residing in Kappel near Nuremberg; the signature has been affixed before me, Dr. Heinrich von HOSPATT, attorney.

Nuremberg, 19 March 1948.

Sgd. Heinrich von HOSPATT
(attorney)

CERTIFICATE OF TRANSLATION

12 April 1948

I, Ernst SCHAEFER, Civ.No. DPO 20 165, hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of original document.

Ernst SCHAEFER
Civ.No. DPO 20 165

Professor Dr. Ludwig Ebert
Chief of the 1st Chemical
Laboratory of the University

Vienna IX/71, 30 January 1948
Mehringorstr. 42
Telephone: A 10-3-28 and
A 10-3-29/M1.7

Affidavit.

I, the undersigned Dr. Ludwig EBERT, residing in Vienna IX, Mehringor str.42 have been duly warned that I shall render myself liable to punishment by making a false affidavit. I declare under oath that my statement corresponds with the truth and has been made in order to be submitted as evidence to the Military Tribunal in the Palace of Justice in Nuremberg, Germany.

I know the Chief of the Reich Office for Industrial Development Professor Dr. Dr. KRAUCH, since the founding of the former Office for German Raw and Synthetic Materials which was later transformed into the Reich Office for Economic Development. The main task of this office, under the direction of KRAUCH, was the furthering of scientific research in German universities by financial contributions, in particular in regard to fields which were especially important to the nation's economy. This was carried out in a very generous manner and it was considered as most important that a perfect basis for those fields was created. The leading thought, on which the entire action was based, was obviously the desire to maintain - in spite of all external troubles of that period - a staff of well-trained scientists as well as the wealth of scientific findings for the continuation of undisturbed research work.

-2-

This attitude appeared also particularly clearly at the foundation of the so-called Four-Year-Plan institutes. The deputy of Professor KRÜUCH at that time told me literally, in this connection, that those institutes were really founded for the same purpose as the famous institutes of the Kaiser-Wilhelm-Gesellschaft which doubtless-
ly aim at the pursuit of pure science. This action was only intended to fill the still existing needs and to incite and develop the interest and actual possibilities of scientific research, which had not yet been fully developed in the system of the German universities.
May I emphasize that during the entire duration of this collaboration, which started approximately in 1936, I was never expected to work on any specific problem of war chemistry. Nor was I ever in this connection employed in any secret work, or did I make any secret reports. On the contrary the results of the very extensive work will all be published in the course of the next years and will thus be available to international science.

Dr. Ludwig Ebert.

2 Shillings stamp.

B.R.Z. GO/1948

I herewith certify the authenticity of the above signature of Professor Dr. Ludwig Ebert, Director of the First Chemical University Laboratory in Vienna IX, Währingerstrasse 42.

Vienna, 30 January 1948

Fees	S. 7.50
Turn over	" .15
tax	" .45
stamp	<u>4.-</u>
total	S. 11.65

L.S. Dr. Richard Badler
By decision of the Superior
Court for civil law suits Vienna,
of 27 January 1948,
No. V.R.I.19 appointed substitute
notary.

I herewith certify that the above is a true and literal copy of the original.

Nuremberg, 3 March 1948

signed Dr. Conrad Scottchar
Attorney.

Affidavit.

I, Karl ELLING, residing in Vaihingen-Onz, Stuttgart-Rennweg 67, have been duly warned that I shall render myself liable to punishment by making a false affidavit. I declare under oath that the following affidavit is true, according to my best knowledge and belief, and that it has been made in order to be submitted as evidence at the Military Tribunal in Nuernberg.

1.) From 1934 until 1937 I was Schacht's collaborator in the Reich Ministry for Economy, from 1937 until the beginning of 1939 I was a member of the Directorate of the Reichsbank, I then became Director of the German group of the Unilever Concern, which position I held until September 1941. Then I became a member of the Kontinentale Oel A.G. board of directors, de facto liable to emergency war service.

2.) Professor KRAUCH was, according to my knowledge, appointed as a member of the Aufsichtsrat of the Kontinentale Oel A.G. because of his capacity as Geheimrat. I saw Professor KRAUCH only at the first founding meeting of the Aufsichtsrat, but, according to my memory, not at any later meetings of the Aufsichtsrat.

According to my knowledge, the company was founded,

-2-

in order to take over the majorities of the Roumanian oil companies which had been acquired. As results from Document IGI-2023, exhibit 1565, submitted to me, the company extended its activity to Russia, following an instruction by the Reich Minister for Economy of 22 July 1941. The company had, however, not yet made any claims to Russian oil.

Vaihingen, 11 January 1948.

signed Karl Blessing.

The above signature of Karl Blessing, residing in Vaihingen-Enz, Stuttgarter Str.67, affixed before me, attorney Dr. Heinrich von Rospatt, is herewith certified and witnessed by me,

Vaihingen, 11 January 1948

signed: Heinrich von Rospatt
Attorney.

I certify that the above is a true and literal copy of the original document.

Nuernberg, 13 January 1948

Dr. Conrad Bootzcher
Attorney.

AFFIDAVIT.

I, Dr. Adolf MUELLER, residing in Heidelberg, Albert-Uebel Str. 24, have been duly warned that I shall render myself liable to punishment by making a false affidavit. I declare under oath that my affidavit corresponds with the truth and has been made in order to be submitted as evidence to the Military Tribunal in Nuernberg, Palace of Justice.

1.) From November 1939 until 1945 I was honorary collaborator at the Gobochemie in Berlin. I worked there since May 1943, in particular on problems concerning the production of Nitrogen.

2.) The prosecution exhibits NI-14571-Exhibit 1978, NI-14572-Exhibit 1979 and NI-14477-Exhibit 1980 were submitted to me. I make the following statements in regard to those documents:

During the war, the nitrogen production had to be increased upon instruction by the Reich Ministry for Economy and the Armament Ministry. According to those instructions the Gobochemie in his capacity as a technical expert had to assist at the procurer of the required apparatus. Then this became extremely difficult during the war and when the installation in Glusidil-Holl could, for the greater part, not be operated any more because of damage suffered through air raids and because of the particularly great danger of air attacks through the geographical situation of those works, the Reich Ministry for Economy gave instructions to construct in Glusidil instruments which were

-2-

to be utilized somewhere else. As the installation in Sluis belonged in the majority to the Montecatini company of Italy, the Reich Ministry for Economy contacted the owners, in order to obtain an agreement concerning the acquisition of the instruments, and the compensation for it; according to my knowledge, this agreement was then reached.

I conclude by emphasizing that the Gobechemie had no authority to decide on those matters, neither the increase in the nitrogen production, nor the dismantling of the installation in Sluis.

Heidelberg, 29 March 1948

Dr. Adolf Mueller.

I certify the authenticity of the above signature of Dr. Adolf Mueller, residing in Heidelberg, Albert-Ueberlestrasse 24.

Kaornborg, 3 April 1948

Dr. Wolfgang Haintzeler

(Attorney)

I certify that the above is a true and literal copy of the original.

Dr. Conrad Boettcher
(Attorney)

Affidavit.

I, the undersigned Wilhelm QUACK, residing in Bahnkleide near Goslar, have been duly warned that I shall render myself liable to punishment by making a false affidavit. I declare under oath that my affidavit corresponds with the truth and that it has been made in order to be submitted as evidence to the Military Tribunal in the Palace of Justice in Nuremberg.

1.) From 1938 until 1943 I held the position of a honorary chief of the Power Department (Electricity etc.) at the Reich Office for Industrial Development.

2.) In regard to Prosecution Exhibit 1840, Document 61-13508, a letter of the Gobechancie of 13 February 1940 to the Military Economy and Current Supply Office ("Wirtschafts- und Rüstungsamt") concerning the release of installations and machinery of the Simon-Pit in Lorraine, I state the following:

I dictated this letter at that time, as results from the dictation sign Q, and submitted it to Prof. Carl Krauch for signing. The initiative for this letter was not given by the Gobechancie, but by the Reich Air Ministry (RLM) which requested at the beginning of 1940 that the aluminum industry be further increased. As the RLM was informed about the impossibility to transmit in time power to the aluminum foundry, the RLM requested that the Gobechancie try to find elsewhere power producing installations which were available in order

-2-

to place them, if possible, temporarily at the disposal of the power plants, which supplied power to the aluminum works. Following these instructions, I started to look for available installations. I visited in this connection, during my stay at the Saar, the Wehrmacht Office of the OKH which had registered all available technical installations in the evacuated German and occupied French territory of this sector of the front. As answer to my request for turbosets and steam generators I was referred to the power plant Simon Pit in Lorraine. An officer of that office accompanied me to this place, in order to examine the machinery and caldrons. As I considered some parts of that installation as suitable for the requirements of the RII, I inquired whether these parts could be released by the OKH. I was then told that the Reich Office had to request the release at the Military Economy Office (Wirtschafts- und Rüstungsamt) in Berlin by order of the RII. Following this information I then dictated the letter of 13 February 1940.

- 1.) After it had been examined whether the dismantling was permissible, the OKH then ordered the release and the dismantling. The machinery was to be used in the Louna-works. Before the machines were installed in Louna, however, it was decided that they should be transported back to the Simon-Pit.
- 3.) The Gobuchomic, who acted only as a technical expert, neither examined nor decided the problem whether the dismantling was permissible from a view point of international law.

-3-

such problems were rather examined by the office which granted the release and gave the order for the dismantling, in this case by the GKH.

Hahnenklee, 30 March 1948

Wilhelm Quack.

I herewith certify the above signature of Wilhelm Quack.
Quack is personally known to this office.

Hahnenklee, 30 March 1948

The Chief of Community
for Schulze

Stamp: Community Hahnenklee (Bockswiede, Oberharz)

I herewith certify that the above is a true and literal copy of the original.

Dr. Konrad Boettcher

(Attorney).

Affidavit

I, the undersigned Ernst BECHT, residing in Idar-Oberstein 2,
Bruchstrasse 19, have been duly warned that I shall render
myself liable to punishment by making a false affidavit.

I declare under oath that my affidavit corresponds with the truth
and has been made in order to be submitted as evidence to the
Military Tribunal in the Palace of Justice in Nuernberg, Germany.

- 1.) From 1 October 1936 until Summer 1943 I was Chief of the Department of Raw-materials at the Military Economy and Armament Office (Ohrwirtschafts- und Rüstungsamt).
- 2.) At the outbreak of the war work was suspended in great parts of the industrial plants located near the eastern Fortifications according to corresponding instructions, as they were located directly in the battle zone. Several power plants of the pits etc. were also concerned by this order. At the end of 1939 it was decided that it was not expedient to maintain these installations in the battle zone where in case of a renewal of fighting, destructions had to be expected. The dismantling which was then carried out concerned mostly installations on the territory of the German Reich. The Simon-pit was situated in the few square kilometers of French territory which were occupied by German Troops near Saarbruecken, between the eastern Fortifications and the Maginot Line; its technical installations were considered as particularly endangered, as they were located in front of the main battle line. The Geobchemie could not examine on his own the problem of the permissibility as he had no legal department at his disposal. The usual way of proceeding was rather to examine this problem of the permissibility from a viewpoint of International Law.¹⁾

-2-

through the supreme Reich authorities, namely the Foreign Office or the OKW. As results from Document NI-13505- Exhibit No.1842, which has now submitted to me, the Foreign Office has indeed also made clear its position in this case on 9 March 1940, in regard to the problem of the permissibility as to international law, and has in this connection raised some objections as to its agreement with International Law. I can, however, certify from my knowledge of the organization of the authorities that the Gobochemie had probably no knowledge of this position of the Foreign Office. As results furthermore from document NI-13505 Exhibit No.1843, the OKH ordered the dismantling of the technical installations of the Simon-pit in spite of the objections raised by the Foreign Office. The Gobochemie had no personal influence on the decision regarding the dismantling as the installations in the operational zone were placed under the authority of the military Offices. The General quartermaster of the OKH had this authority.

Idar-Oberstein, 20 February 1948

Ernst Bocht.

Document roster No.238 for 1948.

The authenticity of the above signature of Ernst Bocht in Idar-Oberstein,II, Bruchstrasse 19, personally known to me is herewith certified.

Idar-Oberstein, 20 February 1948

The substitute notary appointed as substitute for the Notary Public Dr. Kolpens in Idar-Oberstein:

L.S. Signature, Notaryassessor.

I certify that the above is a true and literal copy of the original document.

Nuernberg, 2 March 1948

signed: Dr. Bootzschor
Attorney.

Affidavit.

I, Dr. Otto Wiesenthal, residing in Heidelberg, Borgstrasse 51, have been duly warned that I shall render myself liable to punishment by making a false affidavit. I declare under oath that my affidavit corresponds with the truth and has been made in order to be submitted at the Military Tribunal in the Palace of Justice in Nurnberg.

I was physicist in Oppau (nitrogen works) and since 1937/38 I was employed there as an expert in the field of artificial fiber in Prof. Krauch's office in Berlin. In the years 1940/41 it became known that the supreme SS-officers intended to take over industrial enterprises, in particular large industrial plants and also to create new enterprises. It was intended to assign concentration camp inmates to work in such enterprises. Prof. KRAUCH told me reportedly of his objections in regard to this plan, as he was opposed to any kind of forced labor, like employment of concentration camp inmates, and as he expected a productive collaboration only from voluntary cooperation and readiness to work. This view point corresponded completely with his general attitude as an employer with strong sense of social responsibility, as well as with his concepts of ethics and religion, which I always noticed in him during the long years

-2-

of collaboration. The plan of the supreme SS-leadership was not carried out.

Heidelberg, 6 January 1948

signed: Dr. Eisenhut,

The signature of Dr. Otto Eisenhut residing in Heidelberg,
Borgstr. 51, affixed before me is herewith certified by me,

Heidelberg, 9 January 1948

Prof. Dr. Eduard Dahl

Special Counsel of all defendants.

AFFIDAVIT

I, Dr. Heinrich ECKHARDT, residing in Söbbeterode near
Treis (District Kassel), have been duly warned that I shall
render myself liable to punishment by making a false affidavit.
I declare under oath that my affidavit corresponds with the truth
and has been made in order to be submitted as evidence to the
Military Tribunal in the Palace of Justice in Nuernberg, Germany.

1.) From October 1941 until February 1944 I was employed
as an official handling master concerning voluntary utilization
of foreign firms at the Gebochem in Berlin, and from February 1944
until Spring 1945 I held the position of District Commissioner
of the Gebochem for the voluntary utilization of firms for
Germany in Milan.

2.) I know from my activity on behalf of the voluntary
utilization of firms that Prof. KRAUCH and his staff advocated
again and again the bringing of voluntary labor forces to
Germany through utilization of foreign firms, as - apart from
purely human considerations - only voluntary labor forces could
be considered as reliable enough for employment in chemical
enterprises.

This principle was upheld by the Gebochem in Berlin in
numerous circulars and individual conferences, also against
opposing views from other offices.

(page 2 of original)

Based on my experiences in Italy where I supervised mainly the control and the fulfilment of obligations taken over by the German office in regard to foreign liaison offices (transfer of salaries to Italy etc.), I can confirm that also in Italy the cooperation of firms was carried out on an entirely voluntary basis and that approximately 20 000 voluntary labor forces came from Italy to Germany.

Prof. KLAUCH has given no order to transport from Italy to Germany any other but voluntary labor.

signed Dr. ECHLARDT

Nuernberg, 27 January 1946

The above signature of Dr. Heinrich ECHLARDT, residing in Söbbelerode near Treis (District Kassel) affixed before me, Attorney Dr. Heinrich von ROEPATT, is herewith certified and witnessed by me.

Nuernberg, 27 January 1946

signed Heinrich v. ROEPATT
Attorney

I certify that the above is a true and literal copy of the original.

Nuernberg, 29 January 1946

signed Dr. Conrad BOETTLER
Attorney

AFFIDAVIT.

I, Dr. Fritz GOERGEN, residing in Karlsruhe, Parkstrasse 30, have been duly warned that I shall render myself liable to punishment by making a false affidavit. I declare under oath that the following affidavit corresponds with the truth and has been made in order to be submitted as evidence to the Military Tribunal in Nuremberg, Palace of Justice.

- 1.) From the outbreak of the war until 1935 I was technical chief of the special railroad train, serving as headquarters for the former commander-in-chief of the Luftwaffe GOERING.
- 2.) In the course of the war I had repeatedly dealings with Paul PLIIGER, the Director-General of the Herman Goering works, as PLIIGER had also often to report to GOERING in regard to his work. PLIIGER told me at our encounters often about the progress of his work and also about his worries; he emphasised again and again that he told me these matters with the greatest sincerity, in particular because of the fact that at time when he had been generally unrecognised and when his ideas in regard to the possibility of also utilizing low-grade ore were generally not appreciated and considered as a Utopian scheme, I had shown him understanding for his technical ideas. He was also always quite outspoken when he was worried and asked me to inform him in time, whenever I ought to hear of any difficulties or any attacks against his person etc.
- 3.) On a later occasion PLIIGER told me that GOERING had ordered him to employ concentration camp workers; that he had said that he had succeeded in rejecting such employment for technical reasons in the mines; in the Herman Goering works

Document Book IX KNAUCH
KNAUCH Document No. 145
KNAUCH Exhibit No.

(page 2 of original)

however, he had now to employ concentration camp inmates because GOETTING could not permit HIMMLER to reprimand him always that just "PLINGER could always get away with smoothing out" and refuse to employ concentration camp inmates.

Munich, 16 March 1946

signed GOETTING

The above signature of Dr. Erich GOETTING, residing in Karlsruhe, Parkstr. 36, affixed before me Attorney Dr. Heinrich von ROSENTHAL, is herewith certified and witnessed by me.

signed Heinrich v. ROSENTHAL
(Attorney)

Munich, 16 March 1946

Karl HATTINGHALL
(135) Borchtegaden-Salzburg
Haus Alpenruhe

25 March 1945

AFFIDAVIT.

I, Karl HATTINGHALL, born 13 August 1910, residing in Borchtegaden (135) Haus Alpenruhe, have been duly warned that I shall render myself liable to punishment by making a false affidavit. I declare under oath that my affidavit corresponds with the truth and has been made in order to be submitted as evidence to the Military Tribunal, in Nuernberg.

- 1.) I was ordered as a technical official of the Luftwaffe under Dr. Fritz GOERMERT to GOERING's special railway train, which served as headquarters for the Luftwaffe.
- 2.) I was a witness when during the war at the end of January 1941 in this special train Paul PLEIGER, Director-General of the Works Herman Goering, told Dr. Fritz GOERMERT that GOERING had ordered PLEIGER to employ concentration camp inmates as workers. PLEIGER mentioned in this connection that until now he had been successful in preventing the assignment of concentration camp inmates in mines, under the protest that this was impossible for technical reasons; that PLEIGER was, however, now forced to use concentration camp inmates in the Herman Goering works because GOERING had told him that he could not permit HIMMEL to reproach him again and again that just his man PLEIGER refused to use concentration camp inmates.

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KRUCH Exhibit No.

(page 2 of original)

S.) I have belonged neither to the Party (NSDAP) nor to any of its organizations and by decision of the denazification court Dorchusyndon the law for denazification and demilitarization does not apply to me.

Karl LUTTERGALL

For the authenticity of the signature
Ed Roicherhall, 25 March 1946
Business office of the Denazification Court
signed . signature

Stamp: Denazification Court

Ed Roicherhall

I certify that the above is a true and literal copy of the original.

Dr. Conrad BOETTCHER, Attorney

Document Book IX KRAUCH
KRAUCH Document No.

CERTIFICATE OF TRANSLATION

13 April 1948

I, Helene LILLEMAND, AGO 15 398038, hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of the original document.

Helene Lillemand
AGO B 398 058,

Labor-Law File 887
16 May 1943

Foreigners VII
Labor Contract Book for the Foreigners

Excerpt of an article by Ministerial Councillor Dr. STURM,
Reich Labor Ministry, Berlin

* * * * * III. Procedure of the Plant Manager in cases of
Labor Contract Infringements by Foreigners.

According to article 19, par. 1 of the Law regulating Labor, the Reich Trustee of Labor is responsible for the maintenance of peaceful relations between employer and employees. Whilst the combatting of labor-contract infringements has been delegated by the Plenipotentiary-General for Labor Allocation to the Reich Labor Trustee's agents, he, the Reich Trustee of Labor, is thus responsible for the combatting of any lack in the morale of labor. In the first place, however, it must be the task of the plant to enforce - in cooperation with the German Labor Front - together with the competent Farmers' Association, a rigid labor discipline in the branches of agriculture and forestry. Hence the manager must first establish the facts of the case and, in this connection, also ascertain the motives which made that person break his contract. Under certain circumstances those are imperfections in the distribution of work or shortcomings in the business which have given rise to discontent. In such cases, after those shortcomings have been corrected, relief will soon be noticed. Insofar as this is not the case the manager has several possibilities to restore the loosened labor discipline:

1. Issuance of a warning, if possible in the presence of the employee representative board.
2. Imposition of a fine, according to Article 28 of the Law regulating Labor.
3. Deduction of days of absence from the annual leave.
4. Loss of pay and educational support, of overtime bonuses, Sunday and holiday bonuses, paid holiday, allowance in kind, premiums and X-mas bonuses; under certain circumstances the extra rationing cards for food may also be withheld during absenteeism.
5. In addition, the foreigners lose the right to send money if they break their contract.
6. A partial provision has been made, e.g. for Poles, to hold back a certain percentage of their pay, in order to prevent breaches of contract.

* * * * *

Document Book II KRAUCH
KRAUCH Document No. 153
KRAUCH Exhibit No.

(page 2 of original)

If these steps, undertaken by the business, are if no avail, or if such cases are specially serious, the manager must report the foreigner who broke his contract immediately to the competent State Police (directive) office, or to their local branch, and must, if possible, send a copy of this report to the Agent of the Reich Trustee of Labor. The State Police then consider the case and decides whether they will deal with the matter themselves, or whether they shall turn over the records together with their findings to the Agent of the Reich Trustee of Labor in order that he can mete out the punishment according to disciplinary or court procedure.

If, later on, the person is led back to work, this must take place under police escort as this has proven to be an excellent medium of bolstering up any lack of working spirit.

It is a waste of time for the managers to approach, in cases like this, the Labor Offices first.

In no case, however, are the managers to tolerate any lack of discipline, especially absenteeism, in their business. Whosoever does not apply the measures provided for this, must bear the ensuing consequences. If there is to be any intervention in cases of contract breaking, the same principle is applied to the proceedings - for the Germans as well as for the foreigners: Speed and Justice.

.....
The literal and correct copy of the above document is herewith certified:

Dr. Conrad BOETTCHER
(Attorney-at-Law)

AFFIDAVIT.

I, Dr. jur. Ferdinand von SEIREN, living at Roßdorf,
Fasanenstrasse 20, have first been warned, that I render myself
liable to punishment by making a false affidavit. I declare under
oath that my statement corresponds to the truth, and that it
was made in order to be submitted as evidence to the Military
Tribunal in Nuernberg, Palace of Justice.

I know from my work with the Plenipotentiary-General for
Special Questions of the Chemical Production (Gebuchemie) that
foreign volunteer workers, who left their place of work in
Germany by breaking their contract, were not reported to the
Gestapo, either by Gebuchemie or its local agent.

(signed) F.v.SEIREN

The authenticity of the above signature is certified.
(Official Seal) Penzberg, 10 January 1948

Fiscal Stamp The registrar
60 Pf. deputy (signature)

* * * *

The literal and correct copy of the above document is certified,
Nuernberg, 22 January 1948

signed Dr. Conrad BOETTCHER
Attorney-at-Law

AFFIDAVIT.

I, Albert LINDEMANS, living at Oldenburg, Bismarckstr. 23, have first been warned that I render myself liable to punishment for making a false affidavit. I declare under oath that my statement corresponds to the truth, and that it was made in order to be submitted to the Military Tribunal at the Palace of Justice, Nuremberg.

- 1.) I worked from 1937 until the end of the war as "Referent" in the Reich Office for Economic Improvement and/or the Plenipotentiary-General for Special Questions of the Chemical Production (Gobochemie). My special sphere of work were questions of labor allocation.
- 2.) I know from my work that the Gobochemie and/or the Reich Office for Economic Improvement did not negotiate the employment of concentration camp prisoners in the industry.

Oldenburg, 9 January 1948.

(signed) Albert LINDEMANS

No. 18 of the document roster, year 1947

I certify the above signature of Albert LINDEMANS, Oldenburg (Old).

Document Book IX KRAUCH
KRAUCH Document No. 124
KRAUCH Exhibit No.

(page 2 of original)

Bismarckstrasse 23,

Oldenburg, 9 January 1948

(signed) Dr. jur. Heinrich DIETTMAYER

Stamp

Calculation of fees

Value 5,000.— RM

Fees as per articles 26, 39, 146

Reich Costs Regulations 5.— RM

Turnover Tax .12 RM

.12 RM

(signed) Dr. DIETTMAYER
Notary Public

The literal and correct copy of the above document
is certified.

Nuernberg, 14 January 1948

(signed) Dr. Conrad ECKSTEIN
Attorney-at-Law

AFFIDAVIT.

I, George GÜNTHER, living at Neuhaus via Ratingen (22a),
Bracht 19, have first been warned that I render myself liable
to punishment for making a false affidavit.

I declare under oath that my statement corresponds to the
truth, and that it was made in order to be submitted as evidence
to the Military Tribunal at the Palace of Justice, Nuernberg.

1.) I worked as a commercial department head from 1 January 1933
until 1 February 1942, for the Stickstoff-Syndikat G.m.b.H.
Berlin NW 7, Hauszodtische Kirchstrasse 9/11.

From February 1942 until April 1945, working with Prof.
Carl KRAUCH who held the post of Plenipotentiary-General for
Social Questions of the Chemical Production, I headed Group T 5
(use of firms and care of foreign workers).

2.) I know from my occupation of securing workers through the
Gobachemie, that no concentration camp prisoners were employed
in the branches under the supervisory care of the Gobachemie
constructions through any orders issued by the Gobachemie.

(page 2 of original)

Neither did this happen through any orders from the Goebenchemie or his organization when concentration camp prisoners were employed in other works of the chemical industry.

- 3.) I recollect that about 4,000 Hungarian Jewish female workers were offered by the SS to the Goebenchemie in 1944 for construction work under the supervisory care of the Goebenchemie. The employment of those female workers was refused by us.

Duesseldorf, 8 January 1948

(signed) Georg GUNTHER

Document Roster No. 30 for 1948

As it has been affixed before me, I certify the signature of the merchant Georg GUNTHER, living at Neuhaus via Ratingen, Bracht 19.

Duesseldorf, 8 January 1948

(Stamp) (signed) HOEMER
Notary-Public

- - - - -

The literal and correct copy of the above document is certified by:

Munich, 13 January 1948

(signed) Dr. BOETTCHER
Attorney-at-Law

Document Book IX KRAUCH
KRAUCH Document No. 126
KRAUCH Exhibit No.

The Reich Minister of Labor
III b 24263/41

Berlin, 15 December 1941
Saarlandstr. 95

To the

Military Command in France,
Administrative Staff, Economical Department,
Paris.

Subject: Employment of Foreigners.

I send you a copy, for your information, of my decree
to the Reich Trustees of Labor and of my decree to the Reich
Trustees of Labor for the economic territories of Upper Silesia,
Sudeten Territory, Saxonia, and Bavaria, as issued today.

By (signed) Dr. MANGFELD certified:

L.F.

(signed) GAUKROW
Employee

The Reich Minister of Labor
III b 24263/41

Berlin SW 11, 15 December 1941
Saarlandstr. 95

To:

- a) the Reich Trustees of Labor
- b) the Presidents of the Regional Labor Offices

Subject: Employment of Foreigners.

(page 2 of original)

In my decree of 10 November 1941 I emphasized that the fitters' wage scale can only be applied in cases of real assembly work. In spite of this restriction, foreign helpers have repeatedly been hired on lately - in line with the use of contractors - for assembly work, and have then in Germany been placed by German firms as factory workers in the midst of German workers without there being any semblance of assembly work. This not only causes a constant and justified dissatisfaction among the German workers, but also makes all hiring of single individuals abroad impossible. This forces me to rescind for the future all fitters wages for foreign workers. I have informed the German recruiting bureaus abroad accordingly. I ask you therefore to stay, in the future, the payment of fitters' wages to foreign workers.

I ask you to take notice of a letter to the Plenipotentiary-General for Special Questions of the Chemical Production concerning an interim regulation, a copy of which I attach without enclosure.

I shall attend separately ^{to} the difficulties of employing foreign workers in areas with a low wage-scale.

By (signature)

Document Book IX KRAUCH
KRAUCH Document No. 126
KRAUCH Exhibit No.

(page 3 of original)

COPY

The Reich Minister of Labor
III b 24283/41

Berlin SW 11, 15 December 1941
Saarlandstr. 96

To the

Pleonipotentiary-General for
Special Questions of Chemical Production

Berlin,

Subject: Employment of Foreigners

In enclose for your information a copy of my decree issued today to the Reich Trustees of Labor, and of my decree to the Reich Trustees of Labor for the Economic Territories of Upper Silesia, Sudeten Territory, Saxonia, and Bavaria.

Referring to the various discussions with your experts:

I inform you to it that foreigners, formerly hired on by you under the fitters' wage scale, can still be employed in the German Reich, until 31 March 1942 at the latest, under the conditions promised to them. You have to see to it, however, that the French and Belgian workers are in no case to be employed as single workers or as factory workers. It must also be endeavored to remove in the transition period, that is to say until 31 March 1942, all those difficulties which are still being created by a better position of

(page 4 of original)

the foreign workers, by the application of suitable measures,

By (signature)

- - - - -

COPY.

The Reich Minister of Labor Berlin SW 11, 15 December 1941
III b 24284/41 Saarlandstr. 96

To

- 1) The Reich Trustee of Labor
for the Economic Territory
- 2) The Presidents of the Regional Labor Offices
 - a) Upper Silesia, in Katowitz
 - b) Sudeten Territory, in Reichenberg
 - c) Saxonia, in Dresden
 - d) Bavaria, in Munich

Subject: Employment of foreign workers.

Following up the decree I issued today wherein I prohibited
the hiring on of foreign workers under the fitters' wage scale,
I advise you as follows:

As the Plenipotentiary-General for Special Questions of
the Chemical Production has told me, the continuation of
construction projects of the G.D. Chemic at Hoydabrock, Auschwitz,
Bruck, Eschenhain, Flechhammer and Gendorf, all situated in
your economic territories, is seriously jeopardized.

(page 5 of original)

The German construction firms, assigned to these localities, have only a small skeleton force of German workers with whom alone they cannot carry out the work assigned to them. This, of course, necessitates the supplementation of these construction crews with seasonal construction workers paid by the hour. As the securing of such workers at the place of construction is practically out of the question, and since there are no German workers available either at the seat of the construction firms, only foreign workers, that is to say French and Belgians, are left who can be employed with the various construction crews. The G.D. Chomie finds it impossible, as he assures me, ^{to} secure highly skilled French and Belgian workers of the metal industry at the local wage scale paid in the above-mentioned places. The French and Belgian workers refuse to be assigned to those places with the low wage scale. I had this information confirmed by the Military Commander in Paris.

The G.D. Chomie now has proposed to me the following way of overcoming the existing difficulties. The French and Belgian workers are not to be hired at the local rates of the places of construction but, instead of this, they will be hired for a Berlin company, namely the Mineraloel-Bau G.m.b.H., Berlin SW 68, Oranienstr. In this connection, the foreign workers, when hired will be promised the following

(page 6 of original)

pay per hour: those who are eligible for crew leaders receive RM - 98 - 1.02, the fitters Rpf. 85 - 98, and the helpers Rpf. 74 - 77. The French and Belgian workers hired in this manner will then be turned over by the Mineralcoal-Bau G.m.b.H. to the various construction firms who are still in need of labor for erection work at the aforesaid places. A uniform rate per hour will then be paid to these French and Belgian shiftmen engaged in erection work, no matter what construction firm the workers in question are allotted to. In no case, however, must this pay exceed the rates promised to the French and Belgian workers when they were hired. Beside the wages, such working conditions as are locally expedient shall in each case apply to the French and Belgian workers at the aforesaid places. In no case, however, is any assembly-work allowance to be paid to the French and Belgian workers; only the separation allowance is to be paid. This means in practice that the French and Belgian workers, as time-workers, carry with them the wage scale of the locality for which they were hired (Berlin) to those places to where they are

(page 7 of original)

employed. As I know, there exists now, in some places, a practice that, for instance, the fitters hired in Berlin receive the Berlin rate of pay for each hour worked at the construction localities, even though they are not members of the regular crew. Although I regret this practice, which should not be generally followed, I have to tolerate it until a basic regulation has been provided; for this reason I cannot refuse this practice to the foreign workers.

Considering that the erection of very essential plants for the production of Buna, fuel, and explosives cannot be completed as scheduled unless this practice is tolerated, I ask you to proceed accordingly in connection with the construction projects concerned. This regulation ends, under all circumstances, with their completion.

By (ai maturo) Dr. MANSFIELD
L.S.

Certified:
GRUNOW, employee.

The literal and correct copy of the above document is certified:

Munich, 22 January 1948

(signed) Dr. Conrad BOETTCHER
Attorney-at-Law

Document Book IX KRAUCH

CERTIFICATE OF TRANSLATION

I, Leon RUTHERSDORFER, Civ.No. ETO 483, hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of original document.

Leon RUTHERSDORFER
Civ.No. ETO 483

The Plenipotentiary for the Four Year Plan
The Plenipotentiary General
for Special Questions of Chemical Production

Employment of workers Dr. Ti/Fa. Berlin, 20 March 1942.

3511

MEMORANDUM TO THE FILES.

Subject: Employment of foreign doctors.

The shortage of doctors, dentists, and medical assistants, it to be remedied by the employment of foreign doctors etc.

Up to now the following steps have been taken:

- 1.) Letter addressed to Reich Foreign Office - c/o. Ministerial Director Dr. Manafeld 25852/42 of 13 February 1942.
The emergency situation is explained; Reich Foreign Office is asked for its energetic support.
- 2.) Letter from Boosch addressed to Staatsrat Dr. Conti of 18 February 1942. The emergency situation is described to Dr. Conti and he is asked to rescind the existing order prohibiting the employment of foreign doctors. It is suggested to hold a conference with the competent members of I.G.Ludwigshafen.
- 3.) Letter addressed to Dr. Reuss, Reich Group Industry, Berlin, of 18 February 1942.
Dr. Reuss, who has been informed by Dr. Weiss, Ludwigshafen, about the shortage of doctors, is notified of the steps taken. Dr. Reuss is taking efforts to achieve via the Reich Ministry for the Interior a rescission of the existing prohibition.

- 4.) Teletype Dr. Reiss, I.G.Ludwigshafen of 20 February 1942,
Notification of further call-ups of doctors.
- 5.) Reply Reich Foreign Office of 20 February 1942,
Reich Foreign Office has passed on our suggestion to the
Reich Ministry for the Interior.
- 6.) Teletype Baasch addressed to Ling, Grossburg, of 24 February
1942:
"Is it possible to recruit ethnic German doctors in Slovakia?"
- 7.) Conference with Ministerial Councillor Eckermann in Paris on
2nd March 1942.
Ministerial Councillor Eckermann will not make any difficulties
with regard to my intention of recruiting White-Russian doctors
in the unoccupied French territory. He seems to know of the
existing prohibition.
- 8.) Letters of reply Dr. Rouss, Reich Group Industry, of 27
February 1942 and 4th March 1942.
Dr. Rouss has taken up contact with the German Labor Front -
Office for the direction of Health Matters - and with the
Reich Foreign Office.
- 9.) Conference with Dr. Klipp, German Labor Front - Office for
the Direction of Health Matters - on 7th March 1942 in Berlin.
Dr. Klipp expounded:
The employment of foreign doctors requires the approval of the
Reich Ministry for the Interior. In addition, the Reich
Medical Association (Foreign Department, Lindenstrasse 42)
must grant its permission to practice medicine.

-3-

The question of a permit to practice as a penal doctor will have to be clarified locally.

In reply to the objection that the completion of those official steps would take a long time Dr. Klipp intimated that one should proceed to engage the doctors already mentioned to us; the granting of the official permits would then be obtained more quickly under the pressure of circumstances. The German Labor Front - Office for the Direction of Health Matters - would give us their full support in this matter.

This justifies for the time being my instruction of 3rd March 1942 issued to Herrn Soes, requesting him to take along White Russian doctors for I.G.Ludwigshafen, when conducting his recruiting campaign in the unoccupied French territory. I take the point of view that no time should be lost, as the problem of medical care at I.G. Ludwigshafen has become very urgent in view of further call-ups. For the time being the foreign doctors are only to be employed at I.G.Ludwigshafen, for the medical care of the foreign staff members.

signed: Tittus.

Distribution:

Prof. Dr. Krauch / Dr. Ritter
Director Dr. Weisse, I.G.L.

Employment of workers
Daily Journal

I. G. Ludwigshafen

Economic Department accountancy rate:
Account No. 65 307 1 unit (up to 25 words) RM 0,30
To Teletype Lu 1 2 units (up to 50 words) RM 0,60
 3 units (up to 75 words) RM 0,90
 etc., per each started unit 0,30 RM
 zero.
Date 3rd September 1942.
Sch/P.

Addressed to Plenipotentiary General for chemical matters (Gebachemie)
Lt. Col. Kirschner in Berlin.

As from 24 August 1942 we will only receive horse meat or meat of inferior quality for the feeding of the 2,600 prisoners of war and Eastern workers. Up to now we were able to buy meat and sausages from the butcher.

The staff cannot come to the camp kitchens for their lunch, as the distance between the plants is too great; therefore, the working hours being 10-12 per day, we are compelled to hand out some cold food in the form of sausages.

The additional rations for heavy workers and workers of long hours can also only be given in the form of sausages.

After having vainly applied to the LE-Kaiserslautern, we would ask you to make representations to the Reich Food Ministry, requesting them to permit that half of the meat ration may be taken, as before, in the form of normal sausage meat, as far as sausages made of inferior meat are not available. During each ration period about 2½ to 3,000 kg of sausage meat will be required.

2 Initials

Office Name
Economic Department
Signed: (signatures)

Teletypes to be typed as far as possible.

Settled by Initials
Date September 3 12 0610

Document Book IX KLJUCH
KLJUCH Document No. 122
Exhibit No. ...

Reich Post Teletype
I.G.-Works Ludwigshafen.

Teletype

No. 172 Received on 4 Sept 42 at 18 hours 30 minutes
by Initial

IG Ludwigshafen

RRA (Reich Economic Office) Berlin teletype No. 6968 on 4th Sept 1942,
18,45 addressed to
I. G. Farbenindustrie A. G., Ludwigshafen

Office Wiens, Economic Department

* Reference: Teletype of 3rd September 1942.

Negotiations with the Reich Food Ministry have been immediately
taken up concerning the feeding of the 2,600 prisoners of war and
Eastern workers. I will report on the result.

Gebachon

Dr. Toyo

RRA Berlin

Initials

IG Ludwigshafen Initials

Reich Post Teletype
IG Works Ludwigshafen

Teletype

No. 288 Received by Initial on 6 October at 18 hours 30 minutes.

I.G. Ludwigshafen

RWA (Reich Economic Office) Berlin teletype No. 7953 on 6 October 1942

18,20 hours, addressed to I.G. Ludwigshafen

Prokurist Wiens

Economic Department.

The rations of the workers in the community camp will also
3251 be increased as from 19 October 1942. Detailed instructions
will be issued by the Reich Food Ministry in the next
few days.

Gebachon. Dr. Topo

rwa Berlin

I.G. Ludwigshafen 2 Initials

Reich Post - Teletype.

I.G.Works Ludwigshafen

Teletype

No.430, Received by - Initial - on 11 Sept 1942 at 18 hours 30 min.

I.G.Ludwigshafen

rwa Berlin

Time of despatch: 17,47 hours

teletype

teletype 7174 Berlin, on 11 September 1942 schz

I. G. Lu.

Herr Wiens

Wochlorsch.
Economic Department

bo 54:

be 54: feeding of your prisoners of war and Eastern workers. -

In view of my representations the Reich Food Ministry has instructed the competent District Food Office to permit the allocation of sausages meat in the same way as before in accordance with your application.

Gebachen. / Dr. Tepe

btl. permit —

already transmitted
by telephone.

4 initials

rwa Berlin

IG Ludwigshafen

Copy of teletype.

From Economic Department
Account No. 65 036

1 November 1943

Gebachen.

Lieut. Col. Kirschner

Berlin.

District Food Office Kaiserslautern states that the bad potato harvest will necessitate as from 15 November a reduction of the potato ration from 1000 gr. to 500 gr. per head and day.

We consider that this reduction will result in the greatest difficulties and create dissatisfaction among the people quartered for in the camps.

We ask you to find out from the Main Association of the Potato Control, Herr Hecht, Berlin N IV, Johannisstrasse 20, whether the information given to us really applies to the whole of Germany. If so, it will be necessary to call an immediate meeting of the food committee for Tuesday, 9 November 1943, in order to consider further steps.

Economic Department

Herr Schmid.

To the
Plenipotentiary General
for Special Problems
of Chemical Production

BERLIN V. 9

Scharlaustr. 128

Department I C,

Economic Department. 26 September 1942
7/2.

Camp Feeding

In accordance with the notification of the Reich Food Ministry, the rations are to be increased for the ration period starting on 19 October 1942. As in view of one of the most recent instructions issued by the Reich Food Ministry camp feeding is to be based on the rations accorded to workers of long hours, we have taken it for granted that the food office will allocate us the increased rations as from 19 October.

But during our negotiations with the food office it has transpired that both the food office Ludwigshafen and the District Food Office Kaiserslautern take the point of view that the regulation issued by the Reich Food Ministry does not concern camp feeding, and that, therefore, no change is to be made in camp feeding.

In view of the tremendous difficulties which have arisen for us from the fact that by reason of the recent reductions of April 1942 it has been impossible to provide an adequate amount of food for the foreign and German workers billeted in the camps,

-9-

We ask you to clarify this matter with the Reich Food Ministry,
and, if possible, to have it settled in such a way that the
increase in the rations for workers of long hours should also
apply to camp feeding.

Heil Hitler!

I.G. FARBEINDUSTRIE AKTIENGESELLSCHAFT

Initial W

- - - - -

The literal and correct copy of the above documents is certified
herewith.

Nuremberg, 14 January 1948

signed: Dr. Conrad Eottcher

Attorney-at-Law.

Affidavit.

I, Hans Joachim Freiherr von Kruedener, residing at Braunfels (Lahn), Burweg 108, have been warned in the first instance that I render myself liable to punishment by making a false affidavit. I declare under oath that my statement corresponds to the truth and is being made in order to be submitted as evidence to the Military Tribunal at the Palace of Justice at Nurnberg.

1.) Before the outbreak of war I worked with the Supervision Office "Papier" (Geburtschungsstelle Papier) and I went through the war as an officer (first as a lieutenant, later on as a captain) and up to 1943 I was a pilot. From May 1943 onwards I was transferred to the Arment Ministry.

2.) In this capacity I had been entrusted with the task of examining the economic possibilities of the exploitation of bituminous shale in Germany. In June 1944 the "Central Planning Office" had decided to construct 10 plants, a project on which Prof. Karl KLUUCH in his capacity of acting chief of the Reich Office for Economic Development had given his expert opinion. Goilenborg, in his capacity of Commissar for Urgent Matters, had the constructions carried out. The OT (Organization Todt) employed concentration camp inmates for the construction work.

With regard to document NI-13517, Exhibit 1846 I state the following: The SS endeavoured to keep the economic management of the construction work and the production in their own hands. For this purpose they founded the Deutsche Schieferol G.m.b.H. Prof. KLUUCH tried to prevent this plan of the SS, because he was on principle opposed to those endeavours of the SS. That is why he tried to achieve that the Deutsche Colschiefer-Forschungs-Gesellschaft, a company which was closely affiliated to his office, should keep the technical process in their hands. For this reason also he obviously tried not to conclude the agreement which was suggested to him by Pohl on 11 September 1944, as is shown by Pohl's letter to KLUUCH

of the same date. Only in view of this energetic and blunt letter from Pohl was he forced to give in to this request of the SS. In practice, however, Prof. KL.UCH attempted to keep the influence of the SS at as low a level as possible, in spite of the agreement which had been forced on him; in particular he made all efforts that concentration camp inmates should not be employed for the work at the plants.

Frankfurt/Main, 14 February 1948

Hansjoachim Freiherr von Kruedener

The above signature of Hansjoachim Freiherr von Kruedener, residing at Braunfels (Lahn), Burgweg 108, which was affixed before me, Dr. Heinrich von Rospatt, Attorney-at-Law, is herewith confirmed and certified.

Nuernberg, 16 February 1948

signed: Heinrich von Rospatt
Attorney-at-Law.

I certify the literal and correct copy of the above document.

Nuernberg, 2 March 1948

signed: Dr. Brötzsch
Attorney-at-Law.

Affidavit.

I, Alfons FRANKE, residing at Freudenstadt/Schwarzwald, have been warned in the first instance that I render myself liable to punishment by making a false affidavit. I declare under oath that my statement corresponds to the truth and is being made in order to be submitted as evidence to the Military Tribunal at the Palace of Justice in Nuernberg.

- 1.) From 1941 to 1945 I was the Regional Commissioner of the Plenipotentiary General for Special Problems of Chemical Production (Gebochemie) at Breslau.
- 2.) I did not pass on the weekly reports concerning the progress of the construction of the I.G. Plant Auschwitz to the Gebochemie in Berlin. Neither did I inform Prof. Dr. Karl KLUCH in any other way about any remarks concerning the treatment of concentration camp inmates, which may have been contained in those reports.

Freudenstadt, 15 March 1948

signed: Alfons Franke.

The authenticity of the above signature affixed today before me by Herr Alfons Franke who is personally known to me as capable of acting in law, is herewith publicly confirmed.

Freudenstadt, 16 March 1948

Fee M. G.50
Register No. 910

Mayor and council clerk
by order
signature
City Inspector.

L.S.

Affidavit.

I, Alexander BROITZ, residing at Berlin-Tempelhof, Sachsenacherstrasse 32, have been warned in the first instance that I render myself liable to punishment by making a false affidavit. I declare under oath that my statement corresponds to the truth and is being made in order to be submitted as evidence to the Military Tribunal at the Palace of Justice, Nuremberg.

1. From 22 July 1941 to 30 June 1942 I was the agent of the Plenipotentiary General for Special Problems of Chemical Production (Gobochemie) at Katowitz.
2. I cannot remember at all that at my time the I.G. Plant Auschwitz sent us weekly construction reports concerning the progress in the construction work. As far as I know we only received at that time short lists of figures concerning the number of workers and the labor requirements; these lists were not sent on by me, but were used as records for statistical purposes at my own office. Under no circumstances was it possible that during my above-mentioned activities at Katowitz any report should have contained a remark about the treatment of concentration camp inmates, as such a case would have stuck in my memory. No reports concerning the treatment of concentration camp inmates were therefore forwarded by me to Prof. Dr. Karl KRUCH, for the simple reason that I had no such reports.

Berlin, 22 March 1948

signed: Alexander Broitz.

Document Book IX KLAUCH
KRAUCH Document No. 15C
Exhibit No.

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The above signature of Alexander BOELTZ, residing at Berlin-Tempelhof, Bieharachorstrasse 33, which was affixed before me, is herewith confirmed and certified by me.

Berlin, 22 March 1948

signed Fritz Neumann:

Assistant Defense Counsel in Case VI

The literal and correct copy of the above document is
certified herewith:

Jr. Conrad Boettcher
Attorney-at-Law,

Affidavit.

I, Paul MOCHNER, born on 15 September 1893, residing at Ludwigs-hafen-Friesenheim, Luitpoldstrasse 136, have been warned in the first instance that I render myself liable to punishment by making a false affidavit. I declare under oath that my statement corresponds to the truth and is being made in order to be submitted as evidence to the Military Tribunal at the Palace of Justice in Nuernberg.

1.) As from 1940 I was employed as foreman at the Hoyobreck plant of the I.G.Farbenindustrie Aktiengesellschaft, and I had opportunity of getting acquainted with, and observing, the living conditions and circumstances under which the foreign workers and prisoners of war were employed at the Hoyobreck plant.

Before making a statement, however, I would like to point out that I am a recognized anti-fascist and that before being employed at the Hoyobreck plant I had been interned at the concentration camp Cols/Central Silesia, on account of my political convictions; I have therefore always tried to view the attitude of the plant management towards the employees with critical eyes.

2.) During the entire period of my employment from 1940 to January 1945 I never saw at any time that a foreign worker was maltreated, or, still worse, beaten with the fist or with a stick;

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nor did I see that the guards pointed their guns at them; on the contrary, I can say that the plant management was always endeavoring to treat all groups of foreign workers, also the Russians and Jews, fairly and decently. It is true that the general condition of the Russians at the time they were assigned to the Heydebrock plant by the authorities was very bad. Their clothing consisted of rags. All the Russians recovered well physically during their time of employment at the Heydebrock plant of the I.G.Farbenindustrie Aktiengesellschaft, and their clothing as well as their shoes were replaced by a new outfit.

There was a great difference in age between the various groups of the Russian employees. There were some young people under 20 or older ones over 45, and partly there were even very old, over 60.

- 3.) The work which the foreign workers had to do was not such that they could not cope with it. Actually the plant management, as well as the supervisors and foremen, always took the capacity of the foreign workers into special consideration. Nobody was hustled at his work or was denied a rest. The relations between the supervisors and the foreign workers employed were therefore always very good. I myself heard of no complaints.
- 4.) The billeting conditions were almost the same for the foreign workers and the Germans, in view of the fact that the Heydebrock plant of the I.G.Farbenindustrie ..G. was a new plant; they were billeted in camps and communal lodgings. Those camps were fenced in in order to protect them from burglars, and also to prevent unauthorized persons from entering the camp. (at the canteens of the individual camps beverages, sweets, and articles

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for personal use were sold to the inhabitants of the camps.)
For erecting these fences any material was used which happened
to be available; machine wire, wood, also barbed wire and other
wires, irrespective of what people were billeted at the camp.
One could not even say in advance that any one camp was
designated for one definite nationality; for the plant manage-
ment could exert no influence on the allocation of labor and
they were given no choice as to nationalities; it therefore
happened that Germans, for instance, were billeted at a camp
which was fenced in by barbed wire, while foreign workers were
billeted at a camp which was not fenced in by barbed wire.

- 5.) I very often frequented the camps of the foreign workers and thus I also know the hygienic conditions and the medical care at the camps from my own observation. The former were good, likewise the medical care; altogether the medical care at the Hoeschbrook plant of the I.G.Farbenindustrie A.G. as a whole was very good. In particular, it is not true that any foreign worker was not given medical treatment whenever he required it. In case of accidents at the plants the supervisor or the plant medical officer was instructed by the plant management to report immediately to the medical department, so that the necessary medical treatment could be given. I was in a position to judge that, because I am myself a trained medical officer and worked in that capacity during air raids.
- 6.) In case of air raid alerts there were a sufficient number of air raid shelters available for both the foreign workers and the Germans.
- 7.) I wish to point out that the plant management of the Hoeschbrook plant of the I.G.Farbenindustrie Aktion Gesellschaft always took

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special care of the welfare of the foreign workers. The living conditions, as well as the circumstances as a whole, under which the foreign workers were employed at the Heydebreck plant of the I.G.Farbenindustrie A.G., were not such that they could have given rise to justified complaints.

- 8.) There was a tailor's shop and a shoemaker at every camp.
- 9.) In addition, I would like to point out that though there were some Jews employed at our plant these were not concentration camp inmates. At Heydebreck itself there existed no concentration camp whatsoever, neither were there any concentration camp inmates employed at the plant itself. The detachments which disarmed the bombs consisted of convicts who, as far as I know, had volunteered for this work, as they were granted exemption from punishment for doing so. I myself was a witness when one of these convicts who had disarmed a bomb told us with great joy that he was now free.

Lubwitschien/Bialin, 27 January 1948

Paul Loehner.

The above signature, of Paul Loehner, residing at Lubwitschien-Friesenhain, Friesenstrasse 130, affixed before me, Dr. Wolfgang Heintschler, is confirmed and certified herewith.

Lubwitschien/Bialin, 27 January 1948

Dr. Wolfgang Heintschler
Attorney-at-Law.

CERTIFICATE OF TRANSLATION

12 April 1948

I, Julian MAUCH, STC 2C 185, hereby certify that I am
a duly appointed translator for the German and English
languages and that the above is a true and correct
translation of the original document.

Julian MAUCH
STC 2C 185.

Affidavit

I, Dr. Joseph WENGLER, born on 1 May 1898 in Rockenberg/Hessen, a resident of Heidelberg, Friedrich Wieland Strasse 6, a former technical manager in the plant Heydebreck/O.S. of the I.G. Farbenindustrie Aktiengesellschaft have been warned that I render myself liable to punishment in the case of a false affidavit. I declare in lieu of oath that my statement is true and that it is made in order to be submitted as evidence to the Military Tribunal in the Palace of Justice, Nuernberg, Germany.

I remember that in the beginning of 1944 Dr. DUERRFELD was requested by the Reich Office for Economic Development to negotiate with the Stalag on the transfer from Auschwitz to Heydebreck of 300 English prisoners of war. I hereby state that these prisoners of war were earmarked for employment in the assembling department. In Heydebreck, prisoners of war were only employed for constructing and assembling purposes.

At the same time, I was directed to prepare a camp of considerable size for the accommodation of prisoners of war, because accommodation space in the Heydebreck plant was then short, and because KRAUCH's department was at all times particularly interested in the comfortable accommodation of the workers. At any rate, no concentration camp for concentration camp inmates was ever established in connection with the Heydebreck plant, and no concentration camp inmates were ever employed by the plant either.

Heidelberg, 23 January 1948

signed: Dr. Joseph WENGLER

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I hereby certify and confirm the above signature of
Dr. Joseph WENGLER, a resident of Heidelberg, Friedrich
Wieland Strasse 6; the signature has been affixed before me,
Dr. Henrich von ROSPATT, Attorney.

Heidelberg, 23 January 1948

○
Henrich von ROSPATT
Attorney

I hereby certify that the above copy of this document is
literal and correct.

○
Dr. Conrad BOETTCHER
Attorney.

Affidavit.

I, Dr. Julius ALTPETER, a resident of Balingen - Wuerttemberg, Bebbelt Strasse 5, have been warned that I render myself liable to punishment in the case of a false affidavit.

I declare in lieu of oath that my statement is true and that it is made in order to be submitted as evidence to the Military Tribunal in the Palace of Justice, Nuremberg.

1.) From 1937 to 1945, I was Chief of the Department Mineral Oils- P of the Reich Office for Economic Development.

2.) I have been shown the document NI-14577, Prosecution Exhibit No. 1982, containing a report on a trip submitted by Herr Dr. Sonnewald of the Reich Office for Economic Development. I wish to comment on this trip as follows:

As it is obvious from the report as such, the trip in question was only made in order to gather information and to study the position in the gas industry of Galicia with regard to the yield of natural gas and other waste gases. The general conditions mentioned by Dr. Sonnewald, in particular those referring to the food conditions of the workers, are nothing but a description of his personal impressions. The Reich Office for Economic Development had neither the possibility nor the authority to intervene in this matter.

Balingen 30 March 1948

Dr. Julius ALTPETER

The authenticity of the above signature is hereby confirmed.

Balingen 31 March 1948

REIMLINGER, Pol. Comm.

Rubber stamp: Landespolizei Wuerttemberg/Hohenzollern

Document Book IX KRAUCH
Krauch Document No. 152
Krauch Exhibit No.

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I hereby certify that the above copy of this document is
literal and correct.

Dr. Conrad BOETTCHER
(Attorney)

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Affidavit

I, Rudolf HUENERMANN, Major General (Generalleutnant), retired, a resident of Rheine/Westfalia, Muensterstrasse 48, have been warned that I render myself liable to punishment in the case of a false affidavit. I declare in lieu of oath that my statement is true and that it is made in order to be submitted as evidence to the Military Tribunal, Palace of Justice, Nuernberg.

1.) From October 1936 until March 1943, I was assigned to the Military Economy Staff (since 1939: Military Economy and Armaments Office), which was the department headed by General THOMAS. My assignment with this department was interrupted from June 1940 to the end of March 1941.

2.) I have been shown prosecution exhibit No. 473, Document No. EC 489, which is a letter from Lt. Col. KIRSCHNER, addressed to General THOMAS, dated 20 October 1941 and showing a rubber stamp, according to which it was received on 23 October 1941. In this letter, KIRSCHNER suggests to employ Russian prisoners of war in the German economy.

In addition, I have been shown the prosecution exhibits No. 1287 document No. EC 194 and No. 472, document No. EC 200. I wish to comment on these as follows:

According to my knowledge of the office routine then in force, I consider it impossible that KIRSCHNER's letter played any part whatsoever in the KEITEL- Decree of 31 October 1941 (Exhibit 472, Document No. EC 200). The interval which elapsed from the date at which the letter was received (23 October 1941) and the date of the KEITEL

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Decree (31 October 1941) was much too short. I rather assume that KIRSCHNER's letter was just shelved in some file or other and marked "Superseded", as the KEITEL-Decree was then already known in the shape a draft. This assumption is all the more justified, because OKW was at that time located in the Fuehrer HQ. in East Prussia, which involved a further delay in the handling of the matter.

Apart from this, I want to point out the following:
A few months before the month of October 1941, I took part in the drafting of an application submitted to the Chief OKW, Feldmarschall KEITEL, by the Group "International Law" of the Section Foreign Countries/ Counter Intelligence (Chief: Admiral Canaris); by this application, we aimed at a modification of the regulations of international law dealing with the treatment of Russian prisoners of war. In consequence, I consider it impossible that General THOMAS, of all people, raised objections against the employment of Russian prisoners of war in war industry. At that time, it was rather Reich Minister TODT who was the leading exponent in all armament matters. He visited the Eastern front sever'l times during that period, and I assume that it was TODT who - based on his own impressions and on his knowledge of the manpower shortage in German industry - suggested to HITLER to fall back on the Russian prisoners of war; in other words, I assume that he was the originator of the KEITEL Decree.

3.) In view of the fact that I was, during the war, repeatedly concerned with the legal problems involved in the Hague Rules on Land Warfare, I feel entitled to submit the following considerations referring to the question whether or not it was legal to use Russian prisoners of war for employment in industry:

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- According to the legal terminology prevailing in Germany before and during the war, armaments industry - with regard to which it is in dispute whether prisoners of war may be employed - included all plants in which war equipment of any kind whatsoever was produced. However, the term "war equipment" means only those types of equipment which were produced according to special designs furnished by the Wehrmacht, and for the delivery of which definite time limits were established. According to this definition, mines, steel mills, plants producing aluminum, cellulose, gasoline etc., are not armament plants, the reason being that, although they are indispensable for the armament industry, they do not produce war equipment but only products available in the normal market, materials to be processed, or energy. Even in war time, these plants were indispensable for private industry as well, in as much as they supply it with its normal requirements at the same time, and they were termed "plants essential for war economy and general economy" (kriegs- und lebenswichtige Betriebe). This definition also served for the delimitation of the jurisdiction of the Wehrmacht on the one hand and the Reich Ministry of Economy on the other hand. The "armament plants" were managed by the armament commands of the Wehrmacht, whereas in the case of the "plants essential for war economy and general economy", this task rested with the departments of the Reich Ministry for Economy (Regional Economy Offices). In view of the fact that Prof. KRAUCH was not directly concerned with the armaments industry proper, it must be assumed that the suggestion of his assistant KIRSCHNER concerning the employment of Russian prisoners of war did not refer to the armaments industry proper, but to the "plants essential for war economy and general economy", in other words to those plants, in which it was not prohibited by international law to employ prisoners of war.

signed: Rudolf HUENEMANN

Document Book IX KRAUCH
Krauch Document No. 148
Exhibit No.

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No. 128 Document master 1948.

I hereby certify the above signature, affixed before me, of
Herr Rudolf HUENEMANN in Rheine/Westphalia.

Rheine/Westphalia 19 March 1948

signed: Ernst HUELLEN
Notary Public

rubber stamp

I hereby certify that the above copy of this document is
literal and correct.

Dr. Conrad BOETTCHER
Attorney

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Affidavit

I, Otto KIRSCHNER, at present a resident of Ludwigsvorstadt,
Aspergerstrasse 48, have been warned that I render myself
liable to punishment in the case of a false affidavit.
I declare in lieu of oath that my statement is true and that
it is made in order to be submitted as evidence to the
Military Tribunal in the Palace of Justice, Nuernberg.

- 1.) From 1939 to 1945, I was a section chief in the office
of the General Plenipotentiary Chemistry (Gebchemie).
- 2.) I have been shown prosecution exhibit No. 473 Document No.
EC-489. My letter to General THOMAS dated 20 October 1941
concerning the employment of Russian prisoners of war
was caused by the reasons set out below;

It was intended to construct another fuel plant in Brux.
When handling this project, I found out that it was parti-
cularly difficult at that time to find a solution for the
manpower problem involved in this construction. For this
reason, I formed the idea to discuss with Prof. KRAUCH
whether Russian prisoners of war should be employed
on this project, and to submit this idea to General
THOMAS as well.

Among other considerations, my main consideration was the
fact that in the fall of 1941 millions of Russian
prisoners of war were living in German camps in difficult
conditions;

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in consequence, both Prof. KLAUCH and I considered it much suitable and much more humane to provide these prisoners with work and at the same time with better accommodation, better rations, etc.

By the term "armaments industry" used in my letter, I did not mean the term armaments industry as defined in international law; in this connection, it should be noted that I am not a lawyer. Actually, I was only directed by the points of view of Gebochemie, and I had only a construction site in mind; this was stated more explicitly in the memorandum submitted at that time. A construction site did not come under the term "armaments industry" in the meaning of international law, in accordance with the fact that it was not managed by the armament commands of the Wehrmacht, which dealt with armament plants, but by the departments of the Reich Ministry of Economy, which dealt with plants essential for war economy and normal economy.

Ludwigsburg 13 March 1948

(signed) Otto KIRSCHNER

I, Dr. Conrad BOETTCHER, Attorney, hereby certify and confirm the above signature of Herr Otto KIRSCHNER, a resident of Ludwigsburg, Aspergerstrasse 48.

Stuttgart, 15 March 1948

(signed) Dr. BOETTCHER
(Attorney)

Affidavit

I, Dipl. Ing. Kurt HOFFMANN, of Ludwigshafen/Rhine,
Erzbergerstrasse 52, have been warned that I render myself
liable to punishment in the case of a false affidavit.
I declare in lieu of oath that my statement is true and
that it is made in order to be submitted as evidence to
the Military Tribunal, Palace of Justice, Nuernberg, Germany.

In 1922, I took up employment with the plant then
called Badische Anilin - und Sodaefabrik. I was employed
as an engineer handling piece work. In February 1940, I was
appointed Head of the Personnel Department. In this capacity,
I was conversant with matters concerning the personnel
of the plant.

In the latter part of the fall of 1944, a representative
of the Labour Office in Ludwigshafen/Rhine notified me to
the effect that a number of employees of the plant, who were
either Jewish persons or mixed blood or had Jewish family
affiliations, would by order of the state police (Stapo)
be conscripted for special employment in the organization
TODT. He added that objections would be of no avail.

I remember that this incident concerned approximately
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employees of the plant and that their names were given to me at the conference mentioned above.

I informed Dr. WURSTER of the impending measure; he stated that he would try his very best to prevent its implementation, all the more as we had succeeded for a number of years to retain the persons in question on their jobs, and this in the face of strong resistance from the part of the party authorities. Both he and I agreed that these men were irreproachable people, leading a secluded life, and that part of them performed important tasks in the plant or belonged to high age groups.

Dr. WURSTER approached Prof. KRAUCH immediately and asked him to use whatever influence he had in order to prevent the intended conscription of the people in question.

Soon afterwards - it may have been on the next day - Dr. WURSTER told me about the result of Prof. KRAUCH's intervention. According to Dr. WURSTER, KRAUCH had approached the Reich Main Security Office. The answer was that this measure was an action taken by HIMMLER effected throughout the Reich; for this reason, no exceptions could be made. Thereupon, Prof. KRAUCH decided to make another final attempt. He intended to invoke the detrimental effect on production and research to be expected from the measure, in order to obtain exemption of at least part

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of the persons subject to the conscription.

After another few days, Prof. KRAUCH notified Dr. WUPSTER of the decision taken by the Reich Main Security Office, according to which 4 or 5 of the employees in question were exempted from the conscription because they were performing particularly important tasks within the framework of war economy.

When the Labour Office Ludwigshafen served the orders of conscription to the remainder of the men, I was notified that the state police had provisionally exempted the 4 or 5 employees mentioned above. Neither were they conscripted later.

After a few weeks, the wife of one of the conscripted men informed me of his location. He was kept in a labour camp and employed in cultivation work. In co-operation with the Head of his section, I applied with the Labour Office Ludwigshafen for release of the man from conscription, the plant invoking urgent reasons from the point of view of production. However, our application was not approved and we were told that such applications were useless.

Ludwigshafen/Rhine, 20 December 1947

signed: Kurt HOFFMANN

I, Attorney WAGNER, hereby certify and confirm the above signature affixed before me by Dipl. Ing. Kurt HOFFMANN,
Ludwigshafen/Rhine, Erzbergerstrasse 52.

Ludwigshafen/Rhine, 20 December 1947

signed: F.W. WAGNER

I hereby certify that the above copy of this document is literal and correct.

Nuernberg, 13 January 1947 (sic) signed: Dr. Conrad BOETTCHER
Attorney

Document Book IX KREUCH
Kreuch Document No.
Exhibit No.

CERTIFICATE OF TRANSLATION

v 13 April 1948

I, Ernest Schaefer, ETO No. 20165, hereby certify that I am
a duly appointed translator for the German and English languages
and that the above is a true and correct translation of
Document Book IX KREUCH.

Ernest SCHAEFER
ETO No. 20165

AFFIDAVIT.

I, Wilhelm SCHREIER, Heidelberg, Kapellenweg 11, have first been warned that I render myself liable to punishment by making a false affidavit. I declare under oath that my statement corresponds to the truth, and that it was made in order to be submitted as evidence to the Military Tribunal at the Palace of Justice, Nuernberg/ Germany.

I am working since 1919, in the patent department of the Badische Anilin & Soda Fabrik, Ludwigshafen/Rhine (formerly I.G., Farbenindustrie Aktiengesellschaft). Among other duties, I make the entries in the file- records concerning inventors. According to these records, Dr. KRAUCH is the inventor, solely or together with other inventors, of the following patents. The abbreviations in this compilation have the following meaning:

DRP	- German Reich Patent
A	- U.S.A.
Ar.	- Egypt
Ar.	- Argentine
Au	- Australia
Bo	- Belgium
Bo	- Bolivia
Bra	- Brasil
Ca	- Canada
Chi	- Chile
Chin	- China
Dan	- Denmark
Br	- Great Britain
Fin	- Finland
F	- France
No	- Holland
Ja	- Japan

Document Book IX KRAUCH
KRAUCH Document No. 139.
KRAUCH Exhibit No.

(page 2 of original)

Ju	-	Jugoslavia
In	-	India
Irl	-	Ireland
Ir	-	Irak
It	-	Italy
Lu	-	Luxembourg
Ma	-	Manchukuo
Me	-	Mexico
Neu	-	New-Zealand
No	-	Norway
Oe	-	Austria
Pe	-	Persia
Po	-	Poland
Rus	-	Rumania
Rus	-	Russia
Sn	-	Sweden
Sun	-	South Africa
Sz	-	Switzerland
Sp	-	Spain
Tur	-	Turkey
Tsch	-	Czechoslovakia
U	-	Hungary
Ve	-	Venezuela
zgw	-	German application withdrawn
zgw	-	German application turned down

----- German Reich Patent Foreign Patents Inventor Concerning -----

307 580	A 1271013	E 2306/14	Dr. KRAUCH	Process for
	F 473597	U 69789	Dr. BOSCH	hydrogenating
	Sg 71602	It 426207	Dr. MITTASCH	or de-hydro-
	Ho 3976	Dec 20224		genating car-
	Sn 29902	Fr 5805		bon compounds
	Rus 13214	Lu 11560		with the aid
	Se 260026	Co 73543		of catalysts,
	No 26687			
309 694	A 1207968	E 9271/14	Dr. KRAUCH	Process for
	F 24351/	Oe 69737	Dr.	removing
	512542	Ho 1274	MEISTER	carbon mono-
	Ja 45412			xide from
				gaseous
				mixtures by
				means of
				cuprous oxide
				compounds in
				iron appara-
				tus.

Document Book IX KRAUCH
KRAUCH Document No. 139
KRAUCH Exhibit No.

(page 3 of original)

German Reich Patent	Foreign Patents	Inventor	Concerning
260450	A - E 20616/14 F 512541 Oe 72240 Ho 1373	Dr. KRAUCH Dr. M. ISLER	Process for absorbing carbon monoxide from gaseous mixtures containing no oxygen by means of ammoniacal cuprous oxide solutions.
260443	-	Dr. KRAUCH Dr. MEISTER	Process for absorbing carbon monoxide from gaseous mixtures containing no oxygen by means of ammoniacal cuprous oxide solutions.
553705	A 1869251 B 236319 Dr. KRAUCH F 581816 It 609/137 Dr. HOCHE Bg 317799 Tech 17630 SCHONDAHL Sz 110746 Rue 15257 Dr. SCHUNK		Process for the manufacture of oily products.
2/2	A 1896009 A 1994075 Dr. KRAUCH A 1690434/5 A 1996009 Dr. PILZ A 1931549 A 2006192 A 1931550 A 2006996 A 1953234 A 2115336 A 2132555 E 247582 B 272829 D 272834 B 272835 F 615237 It 246084 Ju 4654 Tech 33001 Oe 295132 Ca 311519 Oe 336393 Ca 302313 Oe 295133 U 92526 Oe 113326 Sz 124530 Sp 96835 No 45036 NO 46037 NO 45686 Sn 78191 Dne 37963 Ho 20444 Ho 25027 Ho 25280		Pressure-hydrogenating with hydrogen and ammonia

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Document Book IX KRAUCH
Krauch Document No. 139
Krauch Exhibit No.

(page 3a of original)

Gorsen Reich Patent	Foreign Patents	Invantor	Concerning
	Po 6345	Po 17997	
	Rus 12704	Rus 46495	
	Do 332010	Lu 14339	
	No 26016	Tuo 404	
	Ar 25439	Do 341	
	Chin 1872	In 12135	
	Au 1217	Suo 234/25	
	Vo 902	Bra 17719	
	Po 73	Ir 71	
	<u>NET</u>		
		400-53	
603466	-	E 247583	Dr. KRAUCH Process for pro-
	E 373830	It 246082	Dr. PILR ducing valuable
	Ces 36903	U 92583	organic compounds
	Sp 96837	Ju 4550	from solid fuels.
	Ja 61190	Irl 247583	,
	Irl 272830		
633163	A 1927576	E 247584	Dr. KRAUCH Process for pro-
	E 272831	It 246081	Dr. PILR ducing valuable
	Ces 26415	U 92584	organic compounds
	Sp 96836	Ju 4547	from carboniferous
	Ja 61290		materials like coal
	Irl 272830		and such like.
619739	Z 247585	E 272832	Dr. KRAUCH Process for pro-
	It 253145	Oce 33023	Dr. PILR ducing valuable or -
	U 94684	Sp 96915	anic compounds
	Ja 4548		from distillates
			and extracts of coal
			and such like.
609636	A 1690436	E 247586	Dr. KRAUCH Process for ro-
	E 272833	It 253146	Dr. PILR' fining distillates
	Ces 32924	U 94586	and extracts of
	Sp 96916	Ju 4551	coal and such like.
	Irl 247586	Irl 272833	

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Document Book IX KRAUCH
KRAUCH Document No. 139
KRAUCH Exhibit No.

(page 4 of original)

German Reich Patent	Foreign Patents	Inventor	Concerning
252	B 247587 A 372034 It 253150 Ces 36971 U 94599 Sp 96914 Ju 4655	Dr. KRAUCH Dr. PIER	The refining of tar.
254	B 249156 F 512503 B 274404 Ho 20130 It 245625 Tsch 23596 Po 7956 Sp 97450 Ja 74200 Irl 249156 Irl 274404 Ma 2946	Dr. KRAUCH Dr. PIER	Hydro-carbons from coal by a two- stage treatment.
603141	B 249301 It 253147 B 274401 Tech 34911 U 94587 Sp 96981 Ju 4653 Irl 249501 Irl 274401	Dr. KRAUCH Dr. PIER	Process for refining mineral oils and other bitumens.
252	B 250949 It 353414 B 272035 Tsch 36972 U 94588 Sp 96969 Ju 4656 Ja 05734	Dr. KRAUCH Dr. PIER	The refining of mineral oils etc.
657703	B 251264 It 253149 Tech 34912 U 94589 Sp 96452 Ju 4653 Ja 53737 Irl 251264	Dr. KRAUCH Dr. PIER	Process for a catalytic hydro- genation of solid fuels, of their distillates and extracts, of mineral oils or other bitumens of all kinds,
432040	- - -	Dr. KRAUCH Dr. Fr. Winkelma	Process for inducing reactions between high-pressure gases and solids.
254	B 254713 F 617504 Ho 19987 Oe 118056 Ho 64564 Sn 66694 Dac 37347 Sz 124134 It 342379	Dr. KRAUCH Dr. PIER	Pressure hydration; gas from partially burned hydro- carbons.

Document Book IX KRAUCH
KRAUCH Document No. 139
KRAUCH Exhibit No.

(page 5 of original)

German No. & Patent	Foreign Patents		Inventory	Concerning
536794	A 1960974 F 619179 Tech 24295	B 255906 Eo 30769 Rum 13049	Dr. KRAUCH Dr. PILR Dr. BISEN- HUT	Process for refining mixtures of hydro-carbons
515523	E 256964 D 202814	F 620223 Eo 20203	Dr. KRAUCH Dr. PILR	Process for refining forms of carbon, tars, mineral oils and such like.
EGW.	I 256965 Ho 24404 Ju 5648 Sun 13104 Sz 123987 Tech 29065 Ar 36053 Aus 15365 Aus 15365 Lo 336923 Chin 1920 Vo 696 Mo 3140	Z 620735 Ja 76163 Po 6371 Sn 74059 Sp 99010 U 93580 Mo 36350 Tuo 425 Tuo 1225 It 254195 Un 252075 Irl 256965	Dr. KRAUCH Dr. PILR	The refining of tar in the gaseous state.
671666	E 357356 Ho 31160 It 253149 Rum 13110 Tech 54536 Do 535924 Sz 120477 Tuo 1226	E 32139 F 616237 Po 6802 Sn 63745 Sn 63747 Sn 63749 Sn 63975 Sn 63976	Dr. KRAUCH Dr. PILR	Process of pro- paring valuable organic compounds
EGW.	A 1822351 Tech 24297	E 257270 Ho 21792	Dr. KRAUCH Dr. PILR Dr. BISEN- HUT	The working-up of hydrogenation products, extraction with methyl alcohol.
EGW.	I 257910		Dr. KRAUCH Dr. PILR	The refining of coal with the addition of wet material or water.

Document Book IX KRAUCH
KRAUCH Document No. 139
KRAUCH Exhibit No.

(page 6 of original)

German Foreign Patents				Inventor	Concerning
<hr/>					
540711	A	1957787	B	257912	Dr. KRAUCH Dr. PIER Dr. WINCKLER
	F	620632			Process for refining coal, tars, mineral oils, their extracts and distillates or the residues thereof.
665324	-	-	-	Dr. KRAUCH Dr. PIER	Process for producing valuable hydrocarbons.
577035	I	250272	Sz	127721	Dr. KRAUCH
	E	205923	Sz	137660	Dr. PIER
	E	206676	Sz	137659	
	E	206679	Sz	137670	
	E	206680	Sz	137671	
	E	206681	Irl	250272	
	Co	29977			Process for refining coal, tars, mineral oils, their extract and distillation mixtures and the residues thereof.
550133	A	1932365	I	250596	Dr. KRAUCH
	F	621505	Tech	24926	Dr. PIER
	Po	7909	Be	336482	Dr. ANTHES Dr. BOMISLA
zgw.	I	25954	F	620633	Dr. KRAUCH
	E	270341	Sn	71544	
zgw.	I	13007	Ar	36853	
	E	22902	Sz	123816	
	E	335569	It	254193	
	Neu	57622			Motor fuel.
zgw.	I	261039	F	623954	Dr. KRAUCH
	E	207114	It	255190	Dr. PIER
	E	207115	Sz	126575	
	E	207116	Be	337602	
zgw.	I	272190	Ho	24335	Dr. KRAUCH
	Sn	70974		Dr. PIER Dr. WINCKLER	Transformation of coal, decomposition in thin layers.
zgw.	A	2035133	B	272194	Dr. KRAUCH
	F	634820	Ne	27228	Dr. PIER
	Ho	29082	It	259146	
	Po	9534	Sz	120728	
					The refining of coal, decomposition first in the liquid, then in the vaporized state.

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 ER.UCH Document No. 139
 ER.UCH Exhibit No.

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German Reich Patent	Foreign Patents				Inventor	Concerning
	Tsch	29747	Sz	135923		
	Rus	124025	Ce	276034		
	Vc	903	No	342011		
162.	A	1023495	E	295504	Dr. KRAUCH	High-molecular hydrocarbons from hydrogenated oils through poly- merisation or after oil hydrogenation.
	F	634357	No	27227	Dr. MUELLER- CUMADI	
	Tsch	20064	Rus	13992		
	It	250073	Po	0-17		
	Do	342012	Ca	207741		
170.	B	272539	No	25456	Dr. KRAUCH	Hydro-carbons from coal and such like, feeding the gases (H ₂) through porous plates.
	Su	74326			Dr. PIESZ	
177.	I	272556	Dne	39413	Dr. KRAUCH	Transferation of coal and such like with a large excess of hydrogen.
	Oo	112992	Irl	273556	Dr. PIESZ	
183.	I	301000			Dr. KRAUCH	The treatment of hydrogenated oils.
	E	301009			Dr. MUELLER- CUMADI	
614916	I	273337			Dr. KRAUCH Dr. PIESZ	Process for manufacturing valuable hydro-carbons with a low boiling point.
626171	A	1922543	E	273712	Dr. KRAUCH	Process for manufacturing valuable products with a low boiling point, especially from various coals, mineral oils, tars and such like.
	F	634623	Ja	76250	Dr. PIESZ	
	Rus	14025	It	260702	Dr. SIMON	
	Po	0547	Tsch	34763		
	Do	342010	Ca	261651		
617595	A	1001692	E	301402	Dr. KRAUCH	Process for manufacturing unsaturated aliphatic hydro-carbons
	F	637418	Eo	21505	Dr. MUELLER- CUMADI	
	Rus	13990	Po	6024		
	Rus	14207				

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KRAUCH Document No. 139
KRAUCH Exhibit No.

(page 3 of original)

German Reich Patent		Foreign Patents		Inventors	Concerning	
zgw.	A	1057014	E	275240	Dr. KRAUCH	Fuel for high
	F	633325	Frn	14294	Dr. PIER	apparatus with the
	Tsch	31265	Po	9363		admission of pro-
	Ho	25649	It	261799		heated gas.
	Bo	343456	Mo	27501		
	Vo	954	Ca	310579		
529049	Il	279025	F	541344	Dr. KRAUCH	Process for heat
	Tsch	27667	Frn	14429	Dr. PIER	treatment of various
	It	362671	Po	9291	Dr. HOCH	coals, tars, mineral
	Mo	27661	Vo	983	SCHMIDLER	oils and such like.
	Bo	344020	Ca	313776		
zgw.	B	201290			Dr. KRAUCH Dr. PIER Dr. WINKLER	Aromatic hydro- carbons.
zgw.	E	202364	F	34590	Dr. KRAUCH	Transformation of
	E	311520	F	34031	Dr. PIER	carbon; leaching away
	Ho	25395	It	265009		of iron, nickel, and
	Ho	26044	It	273120		copper from the
	Tsch	42352	Po	10366		rotary vessel.
	Tsch	42401	Bo	346913		
	Sz	130001	Bo	853900		
	Ca	310693	Oo	116647		
	An	17450/20				
zgw.	A	1904477	E	263545	Dr. KRAUCH	Organic products from
	Tsch	36127	Ju	6007	Dr. PIER	coal and media
	It	274002	No	46251	Dr. ANTHES	boiling below
	Po	9710	Sn	69776		300°.
	Ca	294722				
zgw.	A	1001691	E	302941	Dr. KRAUCH	The separation
	F	650573	E	309227	Dr. PIER	of oils from
	Ho	25220	E	309228	Dr. HOCH	mixtures with
	It	267047	E	309229	SCHMIDLER	solids, with
	Po	10346	Tsch	32059		liquids.
	Bo	349623	Ca	301451		
505043	A	1979946	A	299037	Dr. KRAUCH	Process for the
		1979947	B	321632	Dr. MUELLER	manufacture
	F	650634	B	326202	GUNKADI	of tires.
	An	17449/20	Ca	200463		
	It	273261	Sz	140560		

Document Book IX KRAUCH
 KRAUKE Document No. 139
 KRAUCH Exhibit No.

(page 9 of original)

German Reich Patent	Foreign Patents			Inventor	Concerning
659012	A 2079324	I 320700	Dr. KRAUCH		Process for
	F 673093	Irl 10452	Dr. BYER		manufacturing a
	It 279073	Ja 95510	Dr. SCHLEPP-		fertilizer con-
	Es 377704	Sp 112005	HANZ		taining ammonium
	No 45356	Ar 32764			nitrate.
	Dra 211151	Sz 142750			
	Cn 300148	Ao 263			
	Ms 1100				
. 150.	I 322424	F 673134	Dr. KRAUCH		Process for
	Irl 10451	Ja 95713	Dr. BYER		manufacturing mixed
	No 47936	Sp 141329	Dr. SCHLEPP-		fertilizers
	Sp 112157	Ar 32765	HANZ		containing
	Ira 19321	Ms 299943			ammonium nitrate.
	It 301702	Ao 244			
	It 303246	Ms 1098			
. 150.	F 573135	Oa 300150	Dr. KRAUCH		Device for changin-
	It 270701	Gz 130060	Dr. BYER		highly concentrated
	Sp 122200	Dra 16292			solutions and
	Ar 33143				molten material
					into congealed dr
563953	A 1060090	I 326529	Dr. KRAUCH		Process for
	A 1947601	I 346991	Dr. BYER		manufacturing
	A 301191	Irl 10910	Dr. HANTZ		fertilizer mixtures
	Cn 319469	Irl 11230			containing calcium-
	Ca				carbonate in the
					form of balls.
601543	F 37217	No 37785	Dr. KRAUCH		Process for
	Sp 147470	It 286209	Dr. BYER		manufacturing
	Sp 113720	Ar 33711	Dr. HANZ		fertilizer mixtures
			Dr. HANTZ		in the form of balls.
. 150.	Sp 113575		Dr. KRAUCH		Process of
			Dr. BYER		manufacturing
			Dr. SCHLEPP-		fertilizer mixtures,
			HANZ		containing calcium-
					carbonate, in a
					form suitable for
					stroving
5:5711	F 709951		Dr. KRAUCH		Process for intro-
					ducing or removing
					solid starting
					materials

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KRAUCH Document No. 139
KRAUCH Exhibit No. .

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Gorman Beich P-tent	Foreign Patents	Inventor	Concerning
			containing metal or their residues into or out of pressure containers when producing metal carbonides.
600457		Dr. KRAUCH Dr. PIEL	Process for the preparation of hydro-carbons.
669650	E 443133 F 791699 AU 23361/35	Dr. KRAUCH Dr. PIEL	Process for manufacturing liquid hydrocarbon oils by hydrogenating carboniferous solids under pressure.
627329		Dr. KRAUCH Dr. PIEL	Process for regu- lating the temperature and the heat supply in connection with hydrogenation under pressure of coal, tars, mineral oils and such like.
669015		Dr. KRAUCH Dr. PIEL	Process for the catalytic hydro- genation of solid fuels, the distillates and extracts thereof, mineral oils or bitumens of any kind.
691606		Dr. KRAUCH Dr. EYER Dr. SCHLIEP- HAG	Process for manufacturing a fertilizer containing ammonium nitrate.

Ludwigshafen/Rhine, 30 January 1940

(signed) Wilhelm SCHÄFER
(Wilhelm SCHÄFER)

Document Book IX KLAUCH
KLAUCH Document No. 239
KLAUCH Exhibit No.

(page 11 of original)

The above signature of Herr Wilhelm SCHMIDT, Heidelberg,
Kapellmeister, affixed before Dr. HEINZELER, attorney-at-law,
Ludwigshafen/Rhine, is herewith certified and witnessed by me.

Ludwigshafen/Rhine, 30 January 1940

(signed) Dr. Wolfgang HEINZELER
(Dr. Wolfgang HEINZELER II)
Attorney-at-law.

I certify the literal and correct copy of the above document:

Heidelberg, 3 February 1940.

(signed) Dr. Conrad GUTTMER
Attorney-at-Law

AFFIDAVIT,

I, also ELTHUE, living at Heidelberg, Kapellenweg 11, know that I render myself liable to punishment for making a false affidavit. I declare under oath that my statement corresponds to the truth, and that it was made in order to be submitted to the Military Tribunal No. VI at the Palace of Justice, Nuernberg.

1.) From 1936 until 1945 I was the secretary of Prof. Dr. Carl KRAUCH in Berlin, and in the years thereafter I have also continued to do his secretarial work.

2.) I herewith certify that the letter reproduced in the following is a literal copy of the original which I forwarded in March 1947 to the address of Prof. KRAUCH at the Palace of Justice, Nuernberg. I made the copy myself at that time and have kept it in my files.

*351
Phone : 93221 Ext 250
 93579

Mail/fr.

USFET TECHNICAL INTELLIGENCE TEAM
(c/o HQ OMG W/B APO # 154)
Neue Weinsteige 65
STUTTGART

Stuttgart, 17 February 1947

Professor Dr. Karl KRAUCH
Heidelberg
Im Lindenried 23

Document Book IX KRAUCH
KRAUCH Document No. 142
KRAUCH Exhibit No.

(page 2 of original)

The War Department of the United States considers offering you a work contract on a voluntary basis. The terms of the contract contain many advantages for you and your family, besides the fact that you can continue working in your sphere by using the laboratories and equipment available in the United States.

Kindly advise us, by using attached stamped envelope, of your name, line of occupation, exact address, telephone number, age, and whether you are possibly interested in such a contract.

In this case we shall notify you as soon as we have received further directives. It is useless to call beforehand at our office.

Respectfully
(signed) Clayton TRIPP
Captain A.C.

Enclosure.

Stamped envelope.

Nuremberg, 10 March 1946

I also certify

The above signature of Dr. Joseph Liso DITZIG, living at Niederrhein, Repellenweg 11, affixed before me, Dr. Conrad BOHNECK, attorney-at-law, is herewith certified and witnessed by me.

Dr. BOHNECK
(Attorney-at-law.)

Nuremberg, 10 March 1946.

Document Book IX KRAUCH

CERTIFICATE OF TRANSLATION

13 April 19 0

I, Leon RATTENBERGER, Civ.No. MTO 463, hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of original document.

Leon RATTENBERGER
Civ.No. MTO 463.

*Defense
Case 6*

TRIBUNAL
CASE VI

Supplement 1

to

Document Book IX for Prof. Dr. Carl KRAUCH

Document 39

Submitted by:

Defense Counsel
Dr. Conrad BOETTCHER



juwl.

Krauch-Dokument Nr.39

Krauch-Exhibit-Nr.

March 31, 1948

AIR MAIL

For:
Dr. jur. Conrad Goettcher
(13a) Behringersdorf near Nuernberg
Kurhotel, U.S. Zone
Bavaria, Germany

Send via
German Defense Center
Secretary General's Office
A.P.O. 696 A
Postmaster, New York

Dear Sir:

As requested in your letter of November 7, 1947, I am enclosing the affidavit which you asked Mr. Robert T. Hasslam to supply.

Very truly yours,

W. R. CARLISLE

WRC: DFG
encl.
cc: Regular Mail

AFFIDAVIT OF ROBERT T. HASLAM

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss

ROBERT T. HASLAM, being duly sworn, deposes and says:

I, ROBERT T. HASLAM, after having first been warned that I am liable to punishment for making false statements, state here-with under oath and of my own free will the following, being aware of the fact that my statements are to be submitted to the Military Tribunal No.VI, Palace of Justice, Nuernberg, Germany,

I am a native citizen of the United States now residing at 9 Shore Edge Lane, Short Hills, New Jersey.

I have been requested to furnish this affidavit by a letter from Rechtsanwalt Dr. Conrad Poettcher of Berlin; true copy of which letter is annexed hereto and made a part hereof.

Wherever the term "Standard" is used it refers to Standard Oil Company (New Jersey) and wherever the term "I.G." is used it refers to I.G. Farbenindustrie A.G.

Due to a change in his duties and responsibilities, Affiant had no contact with Dr.Krauch after the latter part of 1934 or early 1935 and hence is unable to depose of his own knowledge regarding relations between Standard and I.G., or any of the directors of I.G. such as Dr.Krauch, after that time.

During the period in which Affiant had knowledge of these matters, his impression was that the general attitude of Dr.Krauch regarding cooperation of I.G. with Standard under all agreements between them confirmed to high standards of business ethics. So far as Affiant knows, Dr.Krauch sought, on behalf

of I.G., to fulfill all legal obligations of that company to Standard, and always evidenced a desire to be fair and reasonable in his interpretation of such obligations.

During the period in which Affiant's duties brought him in contact with Dr. Krauch and other officials of the I.G., there were instances in which complaints were made by individuals in Standard and in I.G. to the effect that individuals in the other company had not been prompt or frank in disclosure of technical information on particular points. Affiant and his associates in senior executive capacity in Standard discussed such complaints with Dr. Krauch and with other representatives of I.G., and so far as Affiant can recall, an amicable settlement of all such specific complaints by either side was always arrived at.

The practice on the disclosure of new processes or discoveries under the contracts between I.G. and Standard varied widely, depending upon the individuals concerned and the nature of the invention or discovery. In general, Affiant had the impression that discoveries of I.G. relating closely to its existing large commercial operations of coal and tar hydrogenation and manufacture and separation of gases were often not disclosed until after they had been tested by actual commercial operations. As a rule, discoveries relating to new products were disclosed before any large-scale commercial work was undertaken. It is to be recognized, of course, that this generalization was modified by the character of the individual scientist directly concerned and by the patent situation. Such variations in exact timing and procedure as to disclosure of new discoveries by I.G. were undoubtedly matched by similar variations in the case of Standard and Affiant was never aware of important or consistent differences between I.G. practices and Standard

practices in this regard.

In the case of the new chemical product known as Paraflex, this product was described and shown to Mr. Garland Davis of Standard in 1929, before any commercial production of the product by I.G. Mr. Davis tested a sample sent in late 1929 to the United States, and found that it possessed most unusual and valuable properties as a pour inhibitor for lubricating oil. The commercial business of manufacturing and selling this product for the above purpose was first established in the United States by Standard, and at a later date, and on a smaller scale, in Germany by I.G. The American business so established by Standard was the commercial foundation for what soon became a new and profitable industry of pour inhibitors for lubricating oil, and those pour inhibitors, of which the product Paraflex is still the leading example, are universally used in high grade motor lubricating oils.

In the case of the new product called Oppenol by I.G. and Paratone or Vistane by Standard, Mr. Frank L. Howard of Standard personally received the first sample of this product and witnessed a laboratory demonstration of the production process before any commercial operation in Germany. He brought this sample back to the United States, and again this new German product formed the foundation for a new American industry called the Paratone business, through which American oil refineries were able to produce better lubricating oils at lower cost. Both Paraflex and Paratone were of military importance and wide military use in the United States in connection with motor lubricating oils, and Paratone especially was regarded as an indispensable aid and was generally used in the production of hydraulic fluids for shock absorbers and gun recoil checks.

The hydrogenation process, which was acquired by Standard from I.G. under agreements of 1927 and 1929 and subsequently developed by these two companies and their licensees, will permit the conversion of coal to oil in the United States on a successful industrial basis and on any required scale; and the subsequently developed hydrocarbon synthesis process will accomplish this conversion of coal to oil in a manner best suited to American conditions and at a presently estimated expense less than the expense of the hydrogenation process. It also permits the use of natural gas, to the extent that it is available, as a supplementary source of liquid fuel.

I am attaching hereto and making a part of this affidavit an article written by me and published in the issue of the PETROLEUM TIMES for December 25, 1943 giving my opinion of the importance of the processes and technical information which Standard received from the I.G. Under the agreements between them.

Robert T. HASLAM

Sworn and subscribed to before me
this 31st day of March, 1948

Robert PETERSON
Notary Public in the State of New York
Residing in Westchester County
N.Y.C. Clk's No.435
Commission Expires March 30, 1949

Stamp.

C o p y

Dr.jur.Conrad Boettcher
Rechtsanwalt

(13c) Behringersdorf near
Nurnberg, Kurhotel
US-Zone, Bavaria,Germany

November 7, 1947

Mr/
R.T. H a s l e m
c/ Standard Oil Co.
30 Rockefeller Plaza
New York

Dear Sir,

You are certainly informed of the trial now pending with Military Tribunal No.VI at Nurnberg against a number of formerly leading personalities of the IG Farben Industrie. I, the undersigned Rechtsanwalt Dr.Conrad Boettcher, have been appointed Chief Defense Counsel for the defendant Prof.Carl Krauch.

Among other items IG Farben are being accused of not having collaborated loyally and faithfully with their non-German contract partners in the field of exchange of information of new inventions and developments.

After business relations had been established between Standard Oil Co. and IG you then acting president of the Standard Oil Development Co. had been put in charge of the management of the exchange of information on new inventions and developments. Thereby you came into closest contact with IG Farbens general practice in this field. As you will certainly remember on the IG Farben side Prof.Dr.Carl Krauch was the manager of the exchange of information on new developments and inventions.

In order to enable the Court to find out the real truth I kindly ask you to make an affidavit for use in Court on the subject of how the contract drawn between Standard Oil and IG Farben in the mineral oil field was carried out by Prof.Krauch and his understudies.

It would be appreciated if in this affidavit you would especially answer the undernoted questions:

- i What was Prof.Dr.Carl Krauchs general attitude with respect to collaboration with Standard Oil, and deducting from your experience what do you think was his attitude towards loyal international collaboration in general?
- ii Have IG carried out the exchange of information of new inventions and developments fairly and generously or did you come across any cases where in violation of the contract such information was withheld?
- iii In which phase of the experimental research and/or development has your firm been informed by IG on new results of research work or on new inventions?

Will you please in this part of the affidavit state examples showing the practice commonly used by IG in informing Standard about new inventions and developments. Furthermore will you kindly state your opinion as to the importance the knowledge and experience so obtained from IG had for the technical and economic development of Standard Oil and for the American oil industry.

Attached please find an example for the introductory sentences of your affidavit and I kindly ask you to have your signature certified. I should be grateful if you would kindly send me your affidavit by Air Mail.

Yours very sincerely
signature illegible

I ennozo

THE PETROLEUM TIMES

December 25, 1943

R.T. Haslem

699

American business and Standard Oil's Blue Print
for World Trade

Secrets turned into mighty war weapons through IG Farben.
Agreement discussed by R.T. Haslem, Standard Oil Company(NJ)

I am a chemical engineer by profession. Like most chemical engineers, I have seen strange things happen - in the laboratory and in the experimental development of new discoveries. I have had many thrills looking at what was going on in a laboratory, but scarcely ever realising that what I was seeing was indeed a miracle.

To-day I want to tell you of some of those miracles. If for no other reason, they may interest you because they are timely miracles, miracles without which we probably could not have won this war. But the most fascinating thing about them is that they are miracles which had their beginnings more than 15 years ago in the land of those same Nazis with whom we are now at deadly war. Secrets brought to America from Germany 15 years ago by American scientists have been turned into mighty weapons which to-day are blasting into bits the very laboratories in Germany where the key to them was first discovered.

I wish to make the story of these miracles the background for our discussion of "American Business and World Trade". They will give you an insight into an "International Agreement" with which I have personally been connected, one way or another, for the past 16 years. They will make you acquainted with the living accomplishments resulting from the co-operative efforts of many men working long hours over long years.

Talk of Oil Shortage in 1926

It started in 1926. In September of that year the Federal Oil Conservation Board - a Board made up of the Secretaries of War, Navy, Interior, and Commerce - made a report to President Coolidge, saying that America had only six years' supply of oil in sight.

Maybe it is because oil men are optimists, but the officials of Standard Oil Company did not agree in 1926 that all of their country's oil would run out in 1934. But when so august a body as the Federal Oil Conservation Board made such a statement, Standard decided that something should be done. They did two things:

First, they went to the far corners of the world to seek for oil, at the same time developing new geological methods of finding oil.

Second, they set out to find how to convert coal to oil - for there was known to be several thousand years of supply of coal in the States.

I was a Professor of Chemical Engineering at the Massachusetts Institute of Technology, and had been a consulting engineer to the Standard Oil Company (New Jersey) for several years.

In 1927 I took a job offered me by Standard to build an entirely new laboratory at Baton Rouge, Louisiana, for the express purpose of finding a solution to the shortage by converting coal to oil. By June, 1927, we had produced here in the United States petroleum from coal on a very small scale.

In the meantime there had been much talk in technical journals about how the Germans were using a new hydrogenation process to convert coal into oil. By this process a lump of coal is made to unite with a colourless gas - hydrogen - and the result is an oil exactly like petroleum. They had experimented along this line much earlier than we because they didn't have much natural oil. In the summer of 1927 Standard sent three of us engineers to Germany to look the situation over. Our job was to decide whether that process was a success, and whether it would be commercially practical in the United States.

We went through the plants of I.G. Farbenindustrie at Leipzig and Ludwigshafen. In the United States at this time we had made a few small test tubes of this oil from coal in pieces of apparatus about two inches in diameter and about two feet long. In those German experimental plants I saw them carrying out this process in multiple reaction chambers, each 7 feet in diameter and 40 feet high, making gasoline from coal in tank-car quantities. This shows how far advanced the Germans were over us at that time.

As technical men, we had two alternatives. One was to spend 10 years of our lives trying to catch up with the Germans and then go on from there. The other was to buy their knowledge, bring it to America, and immediately start developments here. We recommended to the board of Standard Oil Company that they buy the knowledge. They agreed, and we gave the Germans the equivalent of about 35 million dollars.

Hydrogenation the Key to Many Miracles

That was a lot of money. And since we didn't want to be going over to Germany every three or four years, and paying a similar amount for some "new" modification or "new" improvement of this process that they might have up their sleeves, we asked them to sell us everything they might discover that could be used in the oil business - our business - during the next 17 years or until 1947. Seventeen years is the life of the United States patents on hydrogenation we proposed buying.

"But", they argued, "while your request is reasonable, what is to prevent your using our inventions - or other inventions you may make as a result of the knowledge we will give you - against us in our business - drugs and dyes?" To overcome this objection we said that "while we have never yet carried out research in the drug and dye fields, and have never taken out a single patent along

these lines and have no intention of doing so, if we do we will see them to you at a fair figure." This agreement, incidentally, is the basis for all the loose talk 12 years later about our having created a "cartel".

Now I want you to remember that hydrogenation process. We brought it over to the States and immediately made it available to the whole oil industry. Its acquisition by American interests was hailed in newspapers. In the three years it was being negotiated it was written up on 11 occasions by The New York Times alone. During the next five years we spent \$ 15,000,000 in America in research developments on the process. We found out better and cheaper methods for making oil from coal, and if American oil wells should ever run dry the American oil industry will be ready to make out of coal the gasoline to run our automobile and trucks and buses and aeroplanes.

This same hydrogenation process - which Germany now uses to supply over one-half her war-time use of oil - was to be the key that years later unlocked the door to a lot of miracles that we didn't dream of then. It was this very process which first provided 100-octane aviation gasoline in commercial quantities, thus enabling - as early as 1936 the United States and British Air Corps, the Pratt and Whitney, and the Wright aeroplane engine companies in America, and the Rolls-Royce, the Hercules, and the Bristol factories in England (but not the Germans) to re-design their aeroplane engines and increase their power for a given size and weight of engine by 25 to 30 per cent. - the edge in the air that often means victory or defeat, life or death. A British authority has stated that it was the use of 100-octane gasoline - first made commercially possible by America's use of the hydrogenation process - in the Hurricane and Spitfire fighters that was largely responsible for victory in the Battle of Britain - a miracle not only for the "many" who owe so much to so "few", but a miracle, too, for us here in America.

Let us shift from fuel to explosives. To me, here is another miracle - the transformation of petroleum to the coal-tar product toluol, the second "T" in T.N.T., the high explosive tri-nitro-toluol that is used in shells, bombs, and torpedoes.

In World War I about 95 per cent. of the toluol came as a by-product during the production of coke used in the manufacture of steel. Production was very limited. In spite of all America could do we ran very short of toluol in World War I, although the use of bombs, and high explosives in that war was only a small fraction of what the war requires.

To-day America and her Allies have huge quantities of toluol, thanks to the help of the very oil hydrogenation process that Germany originated.

In 1933 we first discovered this application: six years later, after working steadily with the War Department from that time on, and unknown to the I.G. or any other company, the first tank car of synthetic nitration-grade toluol ever made in the world was shipped from our refinery at Baton Rouge, Louisiana, sixteen months before World War II.

broke upon us.

From a little bottle labelled "Oppenol"

Very promptly after a large plant was built for the Ordnance Department, which went into production one month before, Pearl Harbour. Since then this plant has operated continuously at over two times its rated capacity, and has supplied about two-thirds of all the toluol for the high explosive T.N.T. used by the combined United States Army, the Navy, and the Air Corps for the entire year 1942.

We're proud to-day to know that four out of five of those bombs dropping on Germany and on the territory occupied by Japan come from petroleum, and that most of them use toluol made by that hydrogenation process we bought from Germany 14 years ago.

Another miracle that I want to mention briefly is a substance that many may never have heard of. We called it "Paratone". We obtained this product from the I.G. because we had insisted on getting all their oil inventions during the life of the hydrogenation patents.

In 1932, two years after the agreement was made, one of our chemists picked up a sample of this chemical curiosity in an I.G. laboratory and brought it back home with him - a little bottle of what the Germans called "Oppenol".

Back in America some of the men in our laboratories had been working for years on a very worrisome problem - the problem of overcoming the effect of heat and cold on the fluidity of lubricating oils. Oil, like molasses, thickens when cold and thins out when hot.

Well, our chemists finally found that this chemical curiosity of the Germans was exactly the missing link that research chemists had for years been looking for to give oil a more stable viscosity under changing temperatures. We found that this substance could be dissolved in oil, and that when a very small quantity - only two or three per cent - was added to oil, the oil did not thin out nearly so much under extreme heat nor thicken up so much in extreme cold.

Do you remember how the German tanks bogged down in Russia? Did you wonder why it was that the Russian tanks kept going last winter - why it was that Russian armament drove the Germans back toward Poland when the freezing cold set in, even when the German communiqué complained of cold so bitter that the oil froze in the motors? The Russians had "Paratone", made in New Jersey, U.S.A., from a process originated in Germany in 1932, and used first by us in lubricating oils in 1934, and which the Germans couldn't use because they lacked the needed raw materials.

Have you wondered why our fighting planes in Africa can work smoothly at stifling desert heat and then zoom to stratospheric cold of -55° F. and still work as smoothly? They had similar "Paratone" -treated oils.

Did you ever puzzle over the problem of why gun turrets on Flying Fortresses worked as smoothly at 30.000 feet as at 200 feet? They have been operated by hydraulic oils also made from "Peretone".

Every single gun firing a shell larger than about 37 mm. in the United States Army and Navy has its terrific recoil absorbed by "Peretone"-treated oils. Every turret on every warship and every turret on every tank has been swung around and its guns raised and lowered by "Peretone"-treated oils, thus making their fire power greater and more accurate.

Yes, truly a miracle as well as the irony of fate.

The next miracle I want to touch on briefly is one about which all of you have heard a great deal during the past two years. In many ways it is the most important miracle of them all - synthetic Buna rubber.

A basic ingredient of Buna rubber, as you know, is butadiene. Because they lacked oil, the Germans learned to make butadiene from coal. But because butadiene could also be made from oil, a part interest in the Buna rubber process itself (3/8ths) came to us because we had insisted back in 1929 on getting all of I.G.'s inventions in oil-chemistry until 1947. Consequently we learned a great deal not only about synthetic rubber, but how to make it from oil.

Twelve year's research went into Buna

By the time the Nazi army marched into Poland the Germans had just gotten into operation their first large-scale commercial Buna plant of 25.000 tons capacity - probably about one-tenth of their war requirements and about 1/40th of our present programme. At that time (1939) few people in Government or out dreamed that even if war ever came with Japan, the Japs would be able to take Singapore and the Dutch East Indies. Nevertheless, there had been in the States nearly 10 years of study of the problem of producing Buna from oil. By 1938 Standard had been conducting initial conversations with the leading rubber companies in the United States on the merits of the Buna rubber process and product. And by 1939 five leading American rubber companies were running tests on Buna rubber tyres. (I, myself, took a sample to one rubber company as early as 1934.)

The Germans, under the contract that we had made with them 10 years earlier, owned a majority interest in Buna rubber - their own invention. However, by a settlement with them in September 1939, we obtained from them all their rights in the Buna rubber process for the United States and the British and French Empires, and gave up our rights in this process for the rest of the world. A few weeks later two whole years before we got into the war - we were down in Washington reporting the new situation to the Army and Navy Munitions Board, seeking their advice on future developments of synthetic rubber in the United States. From then on we were in constant contact with eight different agencies of Government on this problem. When the Japs struck that Sunday morning at Pearl Harbour we didn't have synthetic rubber in any large quantity, but we had the knowledge obtained by over 12 years of research work, and finally with the help and co-operation of Government and

many others, we had got ourselves in a position where we could make a start. And several months later, when the Japs took the rubber of Java and Sumatra, we were on our way. The rest of the story you know. William Jeffers, former Rubber Czar, down in Houston a few weeks ago, said that the United States rubber programme would be a year and a half behind where it is now if it had not been for that pre-war research Standard Oil Company (New Jersey) conducted, which started in 1930, following our 1929 agreement with I.G.

There are other miracles besides these that I have mentioned, all of them powerful weapons of modern magic that came into being in time to help us win the most important war in history against the evil and ruthless forces dominating the very country where the miracles had their beginning. There is not time to discuss all of them.

Furthermore, there is another aspect of this situation that I would like to take up with you. Public opinion polls, such as the Fortune poll, conducted by Elmo Roper, show that fully three-fourths of the American public is in favour of the United States taking a larger part in world affairs after the war than we did before the war. Not all of the balance are opposed to the idea. Many of them confess they simply have not made up their minds. A clear majority - in fact, nearly 60 per cent of all the people - would carry this participation in world affairs to the point of an organisation which had a World Court and a police force strong enough to enforce its decisions, and in which the United States participated relatively.

"I oppose cartels" - S.O.N.J. President

It is inconceivable that the American public wishes its Government to go thus far in international political co-operation and still be isolationists in the business world. I do not think that this country can be isolationist in trade and international in politics. We must learn to know the countries and people in this world through association with them, through business-dealings with them - dealings which our Government knows about and aids when aid is justified.

If we want international co-operation we must remember that co-operation is a two-way programme. We must try to understand other countries' political, religious, cultural, and business views, and they must try to understand ours. Each may prefer his own. Each may disagree as to which course is better, but if there is not an understanding tolerance of one another's views, if there is any insistence on others adopting an unwanted philosophy of politics or business, then we will again have another Nazi-like domination.

In the field of business, for example, there are large areas of the world where cartels exist in many lines of business. More often than not they are Government-sponsored for the purpose of protecting local concerns from the free competition of outside companies. In some cases the Government fixes the maximum sales quota for each competitor, in others the exact price is fixed by Government. This is true not only in Europe, but also in South America.

If America wants its business to expand in those countries - to carry, through precept and example, the doctrine of America - then American companies must adapt themselves not only to local laws in these foreign countries, but also to local custom. The people of America must understand conditions, customs, practices, and laws of other countries if we are to take a larger part in world affairs, especially if we wish to do so without making enemies for ourselves.

Let me discuss our position with respect to cartels. We do not consider our Standard-IG Agreement of 1929-1930 a cartel, except possibly under Mr. Gilbert Montague's definition, namely, "... cartel is anything Mr. Thurman Arnold dislikes." However, "cartel", as defined in Webster's New International Dictionary, is an agreement designed to control production and raise prices above economic levels. Our company's position on such cartels was well expressed by our president, R.W. Gallagher, at our annual meeting last June. He said:-

"I want to say this, that I oppose cartels so far as our company is concerned, in any place, with all the vigor I have. I think it is a bad thing for our company."

This is a very clear statement.

In order to help America formulate a business policy in connection with international business our company has announced certain policies with respect to world trade, which I will repeat here in condensed form:-

1. We do not believe in controlling production, whether it is done by Government fiat or by business men behind the locked doors of board rooms. When there seems to be over-production it is the American way to use science in finding new uses for the product, to improve the methods of distribution so that more people can share what is being produced at a lower cost.

As Justice Brandeis once said, "The one final way in which we can improve the condition of the worker is to produce more in order that there may be more to divide,

Like most responsible American corporations, we are dedicated to that American way.

2. We do not believe in combinations to control price. Quite aside from any moral principle involved, we think it is folly for a business to believe that it can be secure in such an arrangement. Sooner or later somebody is going to develop better ways to make the product more cheaply and then take the market away from the price fixers. Like most responsible American corporation our constant objective is to be that "somebody". It has been our experience that a clique which has run into the dead-end street of trying to save its business by maintaining unnatural prices is the easiest kind of competition.

3. We are for business dealings with people in foreign countries. The American has traditionally roamed the face of the earth, bringing back new things to make life better and happier for our citizens, and carrying the gospel of the American standard of living to people in other lands. The bitter experience of two bloody and costly wars has shown that international trade must be increased, planned more intelligently, made easier, not frustrated or blocked. For one thing, everybody seems to agree that basic raw materials must be more easily, more equitably available to the people of all nations.

Of course, when American business men do business in other countries they must do business the way that country does it. They must obey the laws of the land. No matter how much he may prefer the way we do business in the States, no American business man can hope to change the political structure of a foreign country just to suit his convenience. For example, our Government in 1922 urged American companies to secure rights to produce oil in the Near East. We attempted to acquire interests in Iraq. After six years of arduous negotiation we entered into an agreement which limited to a certain percentage our share of the oil to be produced, and restricted our producing activities throughout the whole area.

In the United States such a contract would probably violate the Sherman Anti-Trust Act. The point is that if anyone was to get any of the oil of Iraq, American companies had to abide by the conditions imposed by international competition.

4. We are against secret agreements. We think that secret agreements are a bad business policy, and that in our American democracy there is a fundamental reason for this position. In the States we are dedicated to the principle that the will of the people shall prevail. If this principle is to be effective, it means that the people must have the facts on which to form their opinions.

It has been our observation that the judgment of the American public has been consistently right when it has the facts. Any business which deliberately follows a policy of secrecy and mystery is vulnerable to the attacks of any ill-wisher who sees some personal advantage in stirring up prejudice based on misrepresentation and distortion of the truth.

Of course, there are times when publication of the facts is against the national interest. But here responsibility for this decision should rest with Government.

We are ready to file with the Department of State, or some other designated Government agency, copies of all contracts that we make with foreign corporations. If that agency considers publication of the facts to be in the public interest, we are for publishing them to the world.

That is our blue print for world trade. And when we have won this war, all of us together must make world trade work for everybody. Only in that way can we hope to develop ways of keeping this world of ours at peace. Swords can once more be beaten into plowshares, and the miracles of science and industry that have been made into such mighty weapons of war can then be used to make this globe a better place for all the people of all the lands of the earth.

Die wörtgetreue und richtige Abschrift des vorstehenden Schriftstückes wird hiermit beglaubigt:

Nürnberg, den 8. April 1948

Dr. Conrad Boettcher
(Rechtsanwalt)

Defense
Case 6

TRIBUNAL

CASE VI

Supplement 2

to

Document Book IX for Prof. Dr. Carl KRAUCH

Document 75 and 101

Submitted by:

Defense Counsel
Dr. Conrad BOETTCHER



grugh

Sworn Statement

I, Engineer Jacob Lohaut, residing in Frankfurt o. M. - Schwanheim, Bifolstr. 52, at present Sanatorium Hohemark near Oberursel o.Ts., born 18 August 1897 in Frankfurt o. M., after having been warned that false testimony would make me liable to punishment, and being informed that my statement is being made in order to be submitted as evidence to the Military Tribunal No. 6 at Nurnberg, state the following under oath, voluntarily and without being coerced:

Since 1923 I have been employed as a technical employee in the Hoechst plant. Regarding the remark in the minutes of the meeting held on 24 January 1944, according to which action is to be taken - at the instigation of the I.G. - by the SS against foreigners who do not return from leave, I state as follows:

Towards the end of 1943 I was in Brussels on business. On that occasion I discussed with Dr. von Schelling (Plenipotentiary General for Chemistry) the employment of contractors (Firmenteinsatz), and in particular the furnishing of replacements by the contractors for workers who had broken their contracts.

In this connection Dr. von Schelling referred to the fact that the Plenipotentiary General for Labor, Brussels, was attempting with the assistance of the Police to discover the whereabouts of foreign workers who had not returned to their place of work in Germany at the end of their leave, in order to have the workers returned. For this reason the Plenipotentiary General for Labor, Brussels, had again pointed out the directive, according to which such workers were to be reported to him.

I informed the procurist of the I.G., Dipl. Ing. Gebhardt, of this fact. His report regarding

-2-

the above matter, made in the meeting held on 24 January 1944, evidently resulted in the confusing remark included in the minutes.

I have carefully read the preceding statement, have personally signed it, have made any necessary corrections in my own handwriting, countersigning them with my initials, and I hereby state under oath that to the best of my knowledge and belief I have said nothing but the truth in this statement.

Jacob Kohaut.

The above signature of the Engineer Jacob Kohaut, residing in Frankfurt a.M., at present Sanatorium Hohemark near Oberursel, o.Ts., executed in the presence of me, Attorney at Law Dr. Emil Secherling, is hereby certified and attested by me.

Hohemark near Oberursel, 8 April 1948

Dr. Emil Secherling
(Dr. Emil Secherling)
Attorney

Assistant Defense Counsel in
Case VI.

The true and exact copy of the above document is hereby certified.

Dr. Conrad Boettcher
Attorney

Nuernberg, 11 April 1948

CERTIFICATE OF TRANSLATION

22 April 1948

I, Hans D. Gleichman hereby certify that I am a duly qualified translator for the German and English languages and that the above is a true and correct translation of the Supple-Krauch.

Hans D. Gleichman, A-443

A P P E A R A N C E

I, Ilse BEING, domiciled at Heidelberg, Kapellenweg 11, am aware that I shall be liable to punishment for making a false statement. I herewith declare under oath that my statement is true and was made in order to be submitted as evidence to the Military Tribunal No. VI in the Palace of Justice at Nuremberg.

- 1) From 1936 until 1945 I was Professor Krauch's secretary in Berlin and am fully acquainted with the happenings in his Berlin office.
- 2) With reference to the statement made by witness Dr. Karl Hoisal Augsburg before the Commissioner on 12 April 1948, after having been informed about its contents, I hereby state the following:

As the witness has stated, Dr. Hoisal was experimental chemist in the scientific laboratory of the Gorathofen plant. Dr. Krauch, in his capacity as chief of the department "Research and Development", had always shown a special interest in those persons and their work. It is therefore quite natural that Dr. Krauch in 1940, and the deputy of the Plenipotentiary General for Chemistry in Munich in 1944 took up the cudgels on behalf of Dr. Hoisal. In 1944 the letter was passed on through the proper channels to the Plenipotentiary General for Chemistry in Berlin, who in turn had to pass it on to the Reich Security Main Office, as the letter was the authority which dealt with the general campaign at the end of 1944, to rope in all half Jews for special labor allocation.

The decision of the Reich Security Main Office was then passed on through the proper channels to the National Office of the Plenipotentiary General for Chemistry in Munich, who in turn passed it on to the Gorathofen plant.

Nuremberg, 22 April 1948.

signed: Ilse Beinh

I herewith certify that the above is the signature of Frau Ilse BEING, domiciled at Heidelberg, Kapellenweg 11, and was made before me, Attorney-at-Law Dr. Heinrich von Rosett.

signed: Dr. Heinrich von Rosett
Assistant Defense Counsel

Nuremberg, 22 April 1948

I herewith certify that this is a true and correct copy of the above document.

signed: Dr. Conrad Boettcher
Attorney-at-Law

CERTIFICATE OF TRANSLATION

27 April 1948

I, BRIGITTE TURK, ETO No. 35130, hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of the Supplement to the Document Book IX for Carl Krauch (Document 101).

BRIGITTE TURK, ETO No. 35130.

CASE 6
TRIBUNAL II

DEFENSE
KRAUCH

~~Loose Documents separately distributed~~

Supplement 3 to Doc Book 9



Department 102

ENGLISH

*Defense
Case 6*

Krauch Document No. 108

Krauch Exhibit No.

Affidavit

I, Dr. Willi Handloser, residing at Stuttgart, Kraehnerwaldstr. 227, having been cautioned that I render myself liable to punishment if I submit a false affidavit, hereby declare under oath that my statement is true and was made to be submitted as evidence before the Military Tribunal VI in the Palace of Justice Nuremberg, Germany.

- 1.) Until February 1941 I was working for the firm Metallwerk A. Bartosik & Co., in Luckenwalde near Berlin as director and partner. From February 1941 until November 1944 I worked for the Plenipotentiary General for Chemistry (Gebocochemie), negotiating and allocating work contracts to firms in the construction and installation field in the Western countries.
- 2.) I have been shown Prosecution Exhibit 2055. Relating to it, I state the following:

The German firms for whom the foreign workers worked, were instructed by the German labor authorities to report workers who defaulted their contracts to labor allocation authorities in France. So far as foreign workers were concerned who were employed by firms working on those contracts, the French firm employing those workers had to be notified apart from the Plenipotentiary General for labor allocation in Paris, so as to enable it to take steps for the return of the worker. If these steps were unsuccessful then the French firm was obligated to report the worker to German Headquarters - department for labor allocation -. This was done on a prescribed form intended for the files of the Headquarters. Reports were channelled via the office of the Gebocochemie in order to inform the latter.

The 4 Photostatic copies involved represent the above-mentioned forms. Thus the forms were issued by the French firms and not by the Gebocochemie and were merely submitted to the Gebocochemie-Paris for information, to be duly forwarded to Headquarters. Consequently the first steps for returning workers were not taken by the Gebocochemie. Since Headquarters had already been informed of such cases by the German firms directly, the Gebocochemie could not avoid forwarding those reports which had been submitted by the French firms.

Krauch-Document No. 108
Krauch-Exhibit No.....

However, as far as possible, the Gebechomie endeavoured to protect workers reported in this manner from being returned. If such workers reported to the office of the Gebechomie or if the French firm recommended them, they received papers, on the basis of which they were issued ration cards and which afforded them protection from any further steps.

Nürnberg, 27 April 1948

(signed) Dr. Willi Mandlsoer

Herewith certified that the above signature of Dr. Willi Mandlsoer residing at Stuttgart, Kreuzstraße 227, was made before me,
Dr. Emil Seehorling, attorney at law.

(signed) Dr. Emil Seehorling
Assistant Defense Counsel
(in Case No. VI)

Certified herewith that the above is a true and correct copy of the original.

(signed) Dr. Conrad Boettcher.

CERTIFICATE OF TRANSLATION

3, May 1948

I, Charles Gordon, Civ. No. B-316497, herewith certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of the document Krauch No. 108.

CHARLES GORDON
Civ. No. B-316497

TRIBUNAL

CASE VI

Case 6
Defense

Supplement 4

to

Document Book IX for Prof. Dr. Carl KRAUCH

Document 155

Submitted by:

Defense Counsel
Dr. Conrad BOETTCHER

Rehm



Sworn Statement

I, Ilse Beethge, residing in Heidelberg, Kapellenweg 11, after having been warned that false testimony would make me liable to punishment and being informed that my statement is being made in order to be submitted as evidence to the Military Tribunal Nr. VI at Nuernberg, state the following under oath:

- 1.) From 1936 to 1945, I was employed as secretary of Prof. Krauch in his Berlin office.
- 2.) The telephon calls for Prof. Krauch went first through my office whereupon I made the connection between the caller and Prof. Krauch.

I remember that at the beginning of 1941 a gentleman from a Ministry - I do not remember whether it was the Ministry of Labor or the Prussian Ministry of State - rang up and wanted to talk to Prof. Krauch. I thereupon connected him with Prof. Krauch. After this telephone call Prof. Krauch told me, that he had just been given the order to employ concentration-camp inmates for the construction of the Auschwitz-plant.

In this connection, Prof. Krauch expressed his opinion that he was strongly opposed to this order. This opinion did not surprise me in any way as Prof. Krauch already at an earlier date had expressed to me that he rejected Himmler's plans to employ concentration-camp inmates as laborers.

Nuernberg, May 3rd 1948

sgd. Ilse Beethge

I herewith certify that the above is the signature of
Fraulein Ilse BETHEGE, domiciled at Heidelberg,
Kapellenweg 11, and was made before me, Attorney-at-law
Dr. Heinrich von Rospatt.

Nuernberg, 3 May 1948

sgd. Heinrich von Rospatt
-Assistant DefenseCounsel-

*Case 6
Defense*

DOCUMENT No. 156 - KRAUCH
EXHIBIT No. . .

MILITARY TRIBUNAL

CASE VI

S U P P L E M E N T 5

to

Document Book IX for Prof. Dr. Carl K R A U C H

Document No. 156 is Exhibit No. 207
Document No. 159 is Exhibit No. 208
Document No. 160 is Exhibit No. 209
Document No. 157 is Exhibit No. 210

(Pages 1 - 7)

submitted by his defense counsel,
Dr. Conrad BOETTCHER
Attorney.

Neuilly



DOCUMENT No.156 - KRAUCH
EXHIBIT No. 207

A f f i d a v i t

I, Dr.Gerhard Ritter, residing at Koppel nr.Neustadt/Schwarzwald, have been reminded that I shall be subject to punishment if submitting an untrue affidavit. I state under oath that my statements are true and that they are to serve as evidence before the Military Tribunal, Palace of Justice, Nuremberg.

- 1.) I was Dr.Carl Krauch's technical assistant from 1936 until 1945.
- 2.) With reference to Prosecution Exhibit No.2239, Document No.20 160, Book 94, Page 37, dealing with the extent of the Gobochem's field of activity, I state the following with regard to the number of workers active in the Gobochem Sector:
 - a) the total of workers active in German war economy amounted to 15 to 20 millions. Approximately 150 000 to 200 000 workers were active in the sector under the supervision of the Gobochem.
 - b) In order to meet the requested datelines a minimum average of 15000 to 20000 workers were necessary. This demand remained uncovured.

Nuremberg, 6 May 1948

Dr.Gerhard Ritter

I, Dr.Conrad Boettcher, Attorney, certify and swear to the above signature of Dr.Gerhard Ritter, residing at Koppel, nr.Neustadt/Schwarzwald as being correct.

Nuremberg, 6 May 1948

Br.Boettcher
(Dr.Boettcher)

DOCUMENT No.159 - KRAUCH
EXHIBIT No.208

A f f i d a v i t

I, Dr.Gerhard Ritter, residing at Krppel, nr.Neustadt, have been informed that I shall render myself liable to punishment if deposing an untrue affidavit. I state under oath that my statements are true, and are to serve as evidence before the Military Tribunal, Palace of Justice, Nuremberg.

- 1) I have been Dr.Krauch's technical assistant from 1936 until 1945.
- 2) Prosecution Exhibit 1891, Document No.NI 14230, introduced during Dr.tor Moor's cross examination, has been put before me. At the beginning of this document it is stated as follows:

".... all requests for the assignment of a MGX or GS number are to be submitted by copy to the TEA office for information."

"Inquiries by the Reich Office for Economic Expansion with reference to the demand of steel, timber, and cement for 4 year plan plants for 1939 and 1940 are only to be answered after such demands have been reported to the Ter office".

The transcript, German p:go 11538, states in that connection:

"Mr.Sprecher: I was just speaking to Dr.Krauch about this matter, and he discussed it with the defendant Krauch. The MGX or GS numbers were the priority numbers which were issued by the Krauch office for building materials including iron, steel, timber and cement. He remembers that there was a little confusion about that at the time." I state the following in that connection: The General Plenipotentiary for Iron and Steel, General v.Hepnaken, was exclusively responsible for the assignment of MGX or GS numbers, which were to designate the priority of iron and steel orders. He authorized the Reich Office for Economic Expansion and the Gebochemic to let their firms use the above mentioned designations for a fixed iron and steel amount per month when placing their orders. The Reich Office and the Gebochemic

DOCUMENT NO.159 - KRAUCH
EXHIBIT No.208

has no right of decision with respect to the amounts of
steel and iron to which the priority numbers referred.

Nuremberg, 5 May 1948

Dr.Gerhard Ritter
(Dr.Gerhard Ritter)

I, Attorney Dr. Heinrich v.Rospott, herewith swear
and certify that the above is the signature of
Dr.Gerhard Ritter, residing at Krppel, Neustadt.

Nuremberg, 5 May 1948

Heinrich v.Rospott
(Heinrich von Rospott)

DOCUMENT No. 160 = KRAUCH
EXHIBIT No. . .

A f f i d a v i t ,
- - - - -

I, Otto LIRSCHNER, at present residing at Ludwigsburg, Asperger Strasse 48, have been duly informed that I shall render myself liable to punishment if I do pose an untrue affidavit. I herewith state under oath that my testimony is true and is to serve as evidence before the Military Tribunal, People of Justice, Nuromberg.

With reference to the telegram of the GB Chemie to I.G. Bitterfeld of 18 December 1943, NI 15165 (exhibit 2240), Robttral Book 94, page 41, and Krauch exhibit 115, Krauch Document 81, Book VI, Page 41, I state the following:

It becomes apparent from the correspondence Pohl-Kronfuess of 15 January 1944, exhibit 1513, Book 77, Page 162, that already before his letter of 7 January 1944 Kronfuess had submitted demand lists by the Gabcchimic to Pohl ("Further demand Lists"). Kronfuess reportedly made investigations within the field of GB Chemie about the demand of workers. In his capacity as acting Vorstand member of the Economic Group Fuel Industry, and as special Referent in the Reichs Ministry of Economics, he had the formal right to do so. As far as this concerns workers for plants in substitution of draftees, Kronfuess was even obliged to do that because the workers for the plants did not concern GI Chemie but the Economic Groups. At the same time Kronfuess sent extensive questionnaires through his Economic Group about the possibility of the substitution of Germans fit for military service by all sorts of exempted groups (Older and younger age groups, women, Reiche Labor Service, Foreigners, Penal Prisoners, Concentration Camp Inmates, etc.) Among other agencies such questionnaires were sent to the plants and plant departments supervised by the Economic Group Fuel Industry. In particular, Kronfuess was very active, showing a certain animosity, in the field of the GB Chemie Plenipotentiary in Heilbronn against

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Herr von Soiron, in whose territory the plants of the Braunkohle-Benzin A.G. Magdeburg, Zeitz, Bohlen were situated, to whose Vorstand he belonged. Kronfuss repeatedly, in my presence, charged Farben with the hoarding of men fit for military service and with sabotaging; he used every possible opportunity to pump into Farben substitutes for those fit for military service without considering the wishes of Farben. For that reason it must be assumed that Kronfuss, in December 1943, did not agree with the quota of the workers to be surrendered for military service, as it was provided by Bitterfeld, because he considered it too low in proportion to the workers surrendered by Brabag. For that reason he directed a telegraphic inquiry of 23 December through a subordinate office - as I can see from the signature of the telegram - in order to exert pressure on Farben to substitute men fit for military service by concentration camp inmates.

Nuremberg, 5 May 1948

Otto Kirschner

I, Attorney Doctor Conrad Boettcher, herewith swear and certify that the above is the signature of Otto Kirschner, residing at Ludwigsburg, Aspergerstrasse 48.

Nuremberg, 5 May 1948

Dr. Boettcher
Attorney

DOCUMENT No.157 - KRAUCH
EXHIBIT No.210

A f f i d a v i t

I, Dr. Emil A. Ehmann, residing at Stuttgart,
Moehringen, Krautstrasse 15, have been duly informed
that I shall render myself liable to punishment if I
depose an untrue affidavit. I state under oath that my
testimony is true and is to serve as evidence before
the Military Tribunal, Palace of Justice, Nuremberg,
Germany.

1.) After scientific and industrial
activities at home and abroad, I joined the
Army Ordnance Office of the High Command of the Army
at the beginning of 1935 as a Referent for Chemistry.
I remained active there until the end of the war, and my
last position was that of a Ministerialrat and Departmental
Chief.

2.) Ambrose exhibit No.221, NI-11940, a letter
of the OKH to I.G.Farben Industry, 17 February 1942,
has been put before me. My comments are as follows:

The letter was drawn up by one of my referents in the Group of the Chemical Department of the Army Ordnance Office under my supervision, and was signed by my superior at the time, Dr. Zahn. The "building project Montanwerk Auschwitz" mentioned in the letter represents a Reich owned plant for the production of powder stabilizers and phosgene, which were to be constructed within the frame of the Farben plant Auschwitz. The Montan part amounted to approximately 3½ of the entire estimate of the building costs. It becomes apparent from the letter that it was originally intended by the Army Ordnance Office that the Army Ordnance Office itself would procure the necessary workers for the Montan part. Since, however, it seemed inexpedient, in view of the slight significance of the Montan part in comparison to the entire building project to make an organizational separation in the procurement of workers, an agreement was reached according to which the GB Chem would undertake the procurement of

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workers for the Montan part. "Procurement of Workers" for the OKH as well as for the G.B. Chem. only meant that the OKH or the G.B. Chem. would expertly check the workers requested by the building management for their suitability, and would then support the request of the firm with the labor allocation authorities responsible for labor assignment, such as the Labor Office, Regional Labor Office, Reich Ministry of Labor, Reich Ministry for Armaments and War Production, G.B.A., and Control Planning Board.

Nuremberg, 11 May 1948

Emil A. Ehmann

I, Attorney Henrich von Rospatt, herewith certify and affirm that the above is the signature of Dr. Emil A. Ehmann, residing at Stuttgart-Moehringen, Koenigstrasse 15.

Henrich von Rospatt
(Henrich von Rospatt)
Attorney

Supplement Krauch

CERTIFICATE OF TRANSLATION

21 May 1948

I, SIEGFRIED RAMLER, ETO # 34429, hereby certify that I am
a duly appointed translator for the German and English languages
and that the above is a true and correct translation of Supplement
5 Krauch.

.....
SIEGFRIED RAMLER
ETO # 34429

MICROCOPY

892

ROLL

88

